



P.O. Box 352 • 150 S. Bridge St. • Markesan, WI 53946 • P: (920) 398-3031 • F: (920) 398-3991

CITY OF MARKESAN COMMON COUNCIL
Markesan City Hall

AGENDA

July 14, 2020
7:00 p.m.

1. Preliminaries
 - 1.1. Call to Order
 - 1.2. Roll Call by the Clerk-Treasurer
 - 1.3. Citizen's Comments
 - 1.4. Appoint New Council Member for District 2 – Rita Tetzlaff
2. Approval & Review of Minutes, Reports, & Correspondence
 - 2.1. Approve Common Council Minutes – June 19, 2020
 - 2.2. Approve Finance, Personnel & Safety Closed Session Minutes – June 2, 2020
 - 2.3. June Police Report & July Schedule
 - 2.4. Public Property & Health Minutes – July 7, 2020
 - 2.5. Finance Personnel & Safety Minutes – July 7, 2020
 - 2.6. Streets, Buildings & Utilities Minutes – July 7, 2020
 - 2.7. Approve Joint Review Board Meeting Minutes – June 25, 2020
 - 2.8. June/July Library Director's Report and Markesan Library Board Minutes – June 18, 2020
3. Approval of Claims:
 - 3.1. City Checks #36018-36087, Electronic Payments #EFT 1013-1023, Direct Deposits # 3680-3743 and Utility Checks #12580-12598 and Utility Electronic Payments #EFT 431, 1016
 - 3.2. File Treasurer's Report for Audit
4. Old Business
 - 4.1. Reconsider Chicken Ordinance #260
 - 4.2. Discussion and Action Chicken Permit Application and Fees for Chicken Permit: \$85.00 Initial Permit Fee, \$25 Renewal fee, \$25 Late Fee
5. New Business
 - 5.1. Discussion and Action on Advanced Disposal Garbage and Recycling Complaints- Advanced Disposal Representative
 - 5.2. Discussion and Action on Amended Pool Ordinance
 - 5.3. Discussion and Approval of an Additional Dumpster at the Recycling Center for the Summer Months with Cost Split between Municipalities
 - 5.4. Discussion and Approval of Civic Systems Annual Support Invoice for \$1,000
 - 5.5. Discussion and Approval for City to Run Free Corn Roast for August Fest with Budget not to Exceed \$2,000
 - 5.6. Discussion and Approval of Donation for August Fest for \$750 to be taken from account #5531000, Events Committee- Special Events
 - 5.7. Discussion and Accept Bid from Rennert's Fire Equipment to Repair the Pay Loader Exhaust Manifold but not to exceed 4 hours of Labor and Parts to be Purchased from Brooks Tractor for \$610.60

The Common Council welcomes all visitors to listen & observe, but only Council members & those invited to speak will be permitted to do so, except during any posted Public Hearing. Citizen's Comments is where any citizen may comment on an issue, but the Council may only listen and may not reply to or address the issue unless it is an item on the agenda.

Any person requiring special assistance to participate in this meeting should contact the Clerk-Treasurer at 398-3031 at least 24 hours prior to the meeting so appropriate accommodations can be made.

- 5.8. Discussion and Approval of Rennhack Construction Company to Remove and Replace Curb, Gutter and Sidewalk at 4 S. Bridge Street (Hornet's Nest) with the Agreement to have Property Owner Pay their Share in the Amount of \$7,820.46 and the City Pay \$1,662.36
 - 5.9. Appoint Vicki Bernhagen as the County Representative on the Library Board
 - 5.10. Discussion and Action on Budget for Wood Burning at Recycling Center from Joe Strelow
 - 5.11. Approval of Operator's License for the period ending 6/30/21: Jeffrey G Dallman, Mark J Gelhar, Erin L Krueger, Robert E Kwiatkowski, Tess M Stellmacher, Cory R Strahota, Ryan K Walker, and Jeffrey M Wills
6. Schedule Future Meetings and Agenda Items
 7. Adjournment

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CITY OF MARKESAN COMMON COUNCIL
Markesan City Hall

June 19, 2020

MINUTES

1. Preliminaries

- 1.1 Meeting was called to order by Mayor Rich Slate at 7:00 pm.
- 1.2 Present were Ald. Abendroth, Ald. Bieszki, Ald. Henke, Mayor Slate, Ald. Thiem, Ald. Triemstra, Ald. Kazda and Clerk-Treasurer Amend. Also present Roger Matthews from Berlin Journal
- 1.3 No Citizen's comments

2. Approval & Review of Minutes, Reports & Correspondence

- 2.1 After review, motion Triemstra/Kazda to approve the May 12, 2020 Common Council minutes as presented; motion carried 6-0.
- 2.2-2.9 After review of all items, motion Bieszki/Triemstra to approve the May Police Report & June Schedule, Streets, Building & Utilities minutes of June 2, 2020, Public Property & Health minutes of June 2, 2020, Finance, Personnel & Safety minutes of June 2, 2020, CDBG Citizen Public Hearing minutes of June 2, 2020, May Library's Director's Report and Markesan Library Board minutes of May 21, 2020 and Board of Review minutes of May 12 and June 4, 2020; motion carried 6-0.

3. Approval of Claims:

- 3.1 The Finance, Personnel & Safety Committee reviewed City and Utility checks and recommended approval to the Council. Motion Abendroth/Bieszki to approve the following vouchers as presented: City Checks #35979-36017, electronic payments #EFT 1005-1012, and direct deposits #3638-3679 in the amount of \$106,911.23, and Utility Checks #12566-12579, in the amount of \$34,875.99; motion carried 6-0 on a roll call vote.
- 3.2 After review, by consensus the May 2020 Treasurer's Report was filed for audit.

4. Old Business

- 4.1 Motion Bieszki/Kazda to approve the chicken ordinance pending the City Attorney approval; motion carried 6-0 on a roll call vote. Motion Kazda/Bieszki to amend the chicken ordinance to add the wording for enforcement and penalty and also to reflect the City's fee schedule; motion carried 6-0. Permit fees to be determined at July Public Property meeting.

5. New Business

- 5.1 Motion Abendroth/Triemstra to approve the 2019 Financial Audit presented by Brent Nelson of Johnson & Block via teleconference; motion carried 6-0 on a roll call vote.
- 5.2 No one was present from Advanced Disposal to discuss garbage and recycling issues; no action taken. Council requests that a representative be present at either the July Public Property or Common Council meeting.
- 5.3 Following discussion, motion Thiem/Triemstra to have the City Public Works Department do the pressure washing at Soldier's & Sailor's Park pavilion by renting a lift; motion carried 6-0 on a roll call vote.
- 5.4 Motion Bieszki/Abendroth to waive the reading and approve Resolution 06-2020 CMAR Report for 2019; motion carried 6-0 on a roll call vote. The Council would like to thank the Water and Sewer department for all the good work.
- 5.5 Motion Bieszki/Kazda to approve the WI DNR 2020 Environmental Fee invoice in the amount of \$3,565.02; motion carried 6-0 on a roll call vote.
- 5.6 Motion Bieszki/Triemstra to approve a \$1500 donation to June Dairy Days to come from account #5531000, Events Committee account; motion carried 6-0 on a roll call vote.
- 5.7 Motion Abendroth/Triemstra to approve a \$7,000 budget for June Dairy Days to be paid with donations; motion carried 6-0 on a roll call vote.
- 5.8 Motion Bieszki/Abendroth to recognize Markesan Nursing Home as a non-profit organization which is able to use the City's Facilities at no cost; motion carried 6-0.

- 5.9 Motion Abendroth/Thiem to approve lowering the Class B Beer and Class B Liquor license fee by 50%; following discussion, motion to amend Abendroth/Henke to prorate the liquor license fee by days lost for the business in 2020 due to COVID-19; prorate only for 2020-2021 license year; motion carried 6-0 on a roll call vote.
- 5.10 Motion Bieszki/Abendroth to approve the Waste Water Technician hourly wage to be increased to \$23.00 effective June 1, 2020; motion carried 6-0 on a roll call vote.
- 5.11 Following discussion, motion Abendroth/Kazda to approve the Intergovernmental Agreement for North Fond du Lac Municipal Court; motion carried 6-0.
- 5.12 Motion Abendroth/Henke to waive the reading and approve Ordinance 259 Establishing a Municipal Court; motion carried 6-0 on a roll call vote.
- 5.13 Motion Bieszki/Abendroth to accept and approve the chip sealing bids from Green Lake County for South Margaret Street for \$6,480 and East Manchester Street for \$8,080 and Scott Construction for West Summit Street with Black Granite for \$2,073.60; motion carried 6-0 on a roll call vote.
- 5.14 Following discussion, motion Bieszki/Kazda to approve the extension for temporary occupancy from the building inspector and to extend the cement sidewalk and gutter work until August 31, 2020; motion carried 6-0.
- 5.15 Motion Kazda/Abendroth to approve the facility rental recommendations for COVID-19 to be added to the City of Markesan's Rental Agreement; motion carried 6-0.
- 5.16 Motion Bieszki/Abendroth to approve the 2019 TID Annual Report; motion carried 6-0 on a roll call vote.
- 5.17 Motion Bieszki/Triemstra to waive the reading and approve Resolution 07-2020 Authorizing Resolution to Commit Match Funds; motion carried 6-0 on a roll call vote.
- 5.18 Motion Bieszki/Abendroth to waive the reading and approve Resolution 08-2020 Declaring Official Intent to Reimburse Expenditures from Proceeds of Borrowing; motion carried 6-0 on a roll call vote.
- 5.19 Following discussion and pending Dan Sondalle's approval, motion Bieszki/Abendroth to approve signed contract with General Engineering Company for the 2021 Streets and Utilities Reconstruction Project for Engineering Services and Grant Administration Services; motion carried 6-0 on a roll call vote.
- 5.20 Motion Bieszki/Thiem to approve Class B Beer & Liquor Retailers License for the period ending 6/30/2020 to Last Chance Bar & Grill, LLC; motion carried 6-0.
- 5.21 Motion Abendroth/Henke to approve Temporary Class B Picnic License for Markesan Fire Department on June 13-14, 2020; motion carried 6-0.
- 5.22 Following discussion, motion Kazda/Triemstra to grant Soda Water licenses to Condon Oil, Del Monte Foods, Family Dollar Stores of WI, Firehaus BBQ & Saloon, Hornet's Nest, Landmark Services Cooperative, Last Chance Bar & Grill, Markesan Auto Home & Farm, Markesan Econo-Wash, Markesan Fire Dept., Markesan Elementary School, Markesan High School, Markesan Resident Home, Rennert's Fire Equipment, Robin II, Sandy's Diner, and Ted's Piggly Wiggly for the period ending June 30, 2021; motion carried 6-0.
- 5.23 Following discussion, motion Triemstra/Thiem to grant Cigarette licenses to Condon Oil Company, Family Dollar Stores of WI, LLC, Landmark Services Cooperative, and T.R. Robl Inc. for the period ending June 30, 2021; motion carried 6-0.
- 5.24 Following discussion, motion Abendroth/Kazda to grant Class A Beer retailer's license to Landmark Services Cooperative for the period ending June 30, 2021; motion carried 6-0.
- 5.25 Following discussion, motion Triemstra/Abendroth to grant Class A Beer & Liquor retailer's license to Condon Oil Company and T.R. Robl Inc. for the period ending June 30, 2021; motion carried 6-0.
- 5.26 Following discussion, motion Triemstra/Henke to grant Class B Beer & Liquor retailer's license to ChezHead Firehaus LLC, Last Chance Bar & Grille, LLC, and Tall Paul's LLC for the period ending June 30, 2021; motion carried 6-0.
- 5.27 Following discussion, motion Abendroth/Triemstra to grant Operator's licenses to Amy Boening, Issac Dallman, Lori Damerow, Jennifer Dirks, Maria Eckert, Dolores Feuerhammer, Sean Fitzpatrick, Ryan Frei, Taylor Gelhar, Jody Grams, David Gruber, Joan Haight, Debra Harke, Bayley Heidt, Coty Hiemstra, Anne Horne, Ashley Kanneman, Crystal Kaplon, Ronald Kelm, Joshua Laper, Erica M Lien, Andrea Metke, Ashley Metke, Jennifer Meyers, Rhonda Prill, Sandrale Quade, Shannon Rantzow, Samuel Reese, Tampla Ritchay, Jessica Schultz, Cynthia Schulz, Patricia Scopp, Gene Scott, Diane Strahota, Joseph Strelow, Steven R Strelow, Kegan Tierney, Michael C Wagner, Trisha Westhuis, and Valentina Zelenko, for the period ending June 30, 2021; motion carried 6-0.

6. **Schedule Future Meetings and Agenda Items.** The following meetings were scheduled: Joint Review Board – June 25, 2020, 6:30 pm at City Hall; Streets, Building & Utilities – July 7, 2020 at 6:30 pm at City Hall; Public Property & Health – July 7, 2020, immediately following Streets, Buildings & Utilities meeting; Finance, Personnel & Safety – July 7, 2020, immediately following Public Property; and Common Council – July 14, 2020, 7:00pm at City Hall.
7. Brenda Henke was presented with a plaque from the City of Markesan thanking her for all her years of service to the community. Henke resigned effective June 10, 2020.
8. **Adjournment.** Motion Henke/Triemstra to adjourn; carried 6-0. The meeting adjourned at 8:09 pm.

Respectfully submitted,

Elizabeth A. Amend, Clerk-Treasurer



P.O. Box 352 • 150 S. Bridge St. • Markesan, WI 53946 • P: (920) 398-2121 • F: (920) 398-8127

Markesan Police Department
William A. Pflum, Chief of Police

Finance, Personnel and Public Safety Committee

Presented on July 7, 2020

June 2020

Agenda:

- **Department's Continued Response to COVID-19**
- **Qualifications for alcohol server licenses and permits**

Appendix:

Departments Continued Response to COVID-19

Our department continues to assist the community with its overall response to COVID-19 we have kept busy helping those with concerns, answering questions and providing assistance whenever needed.

We continue to stay in close communication with our local first responders, local police departments, local health department and long term care facilities to ensure they have what they need and assist whenever possible.

This department also continues to work closely with Del Monte in regards to this year's canning season. Del Monte has been working hard to develop a plan to mitigate any possible issues.

Chief Pflum and Clerk Amend continue to work diligently on current grants available to municipalities to help us recoup COVID-19 response expenses.

Qualifications for alcohol server licenses and permits

This department thought now would be a good time to review and answer any questions on the process and how our current ordinance reads in regards to qualifications for those that apply for an alcohol license or permit.

Ordinance #200-12 covers the qualifications for licenses and permits. In section A (1) it specifies that the applicant can't have an arrest or conviction record of four or more arrests or convictions in the five years prior to application or three or more arrests or convictions in the two years prior to the application.

These arrests or convictions must be related to the license or permit that the subject is applying for with the city.

The ordinance also requires that the applicant be a resident of this state continuously for at least 90 days prior to the date of application.

That the applicant has obtained the legal drinking age unless applying for just an operator's license then they must have obtained 18 years of age.

In section B the ordinance states that no license or permit related to alcohol beverages may be issued under this section to any person who has been convicted of a felony unless the person has been duly pardoned.

You will see that the city is required to follow Wisconsin State Statute's 111.321, 111.322, and 111.325 those are attached to this report for your review.

**Public Property and Health Committee
Markesan City Hall
July 7, 2020**

Call to order at 6:41 p.m.

Roll call by sign-in

Citizen Comments: Dave and Pat Prill were present and requested that the City either sell or donate a cabinet (that is at City Hall) to the Markesan Historical Society for storage of documents. Motion by Mayor Slate/Ald. Triemstra to donate the cabinet to the Markesan Historical Society. Motion carried.

Public Works Report:

Request for 1 or 2 more Dumpsters at Recycling Center for Summer Months: Joe Strelow reported to the committee that there is a need for 1-2 more dumpsters at the recycling center to accommodate the increase in refuse during the summer months. He said the cost per dumpster would be \$64. Motion by Mayor Slate/Ald. Thiem to approve 1-2 dumpsters and that the cost be split between the municipalities. Motion carried.

Wood Burning License with the DNR for Recycling Center Brush Piles: In order to burn the large piles of brush that are accumulating at the recycling center, a permit must be applied for through the DNR. There would be a one time fee of \$550 plus \$165 to submit a plan of operation and another \$165 for the annual license fee. Mayor Slate requested that Joe bring a budget to the July 14 council meeting. Motion by Mayor Slate/Ald. Kazda to contact the other municipalities with a budget and get their opinion on it. Motion carried.

New Business:

Review of Lions Park Agreement for Soldier's and Sailor's Park: Dave Brinkman, Terry Dolderer and Karen Franke from the Lions Club were present. The Lions will review the agreement and attend the August Public Property and Health committee meeting. Mayor Slate recommended that the city attorney review the agreement and ratify it. No motion.

Discussion and Action on Lions Club Volunteering to do Tree Trimming of Memorial Trees along North Margaret Street: Dave Brinkman, Terry Dolderer and Karen Franke from the Lions Club were present and stated that the Lions would be willing to trim the Memorial Trees and stack the brush if the City picked up and disposed of the brush. Motion by Mayor Slate/Ald. Kazda to agree that the Lions Club will trim the Memorial Trees and stack the brush on the side of the road. Then, the City will pick up the brush and dispose of it. Motion carried.

Discussion and Action on Tree Trimming Invoice Dispute at 340 N. Margaret Street: The owner for this property said they did not receive a bill in the mail for the tree trimming. No motion.

Discussion and Action on Service from Advanced Disposal: Chief Pflum reported that there have been many complaints regarding Advanced Disposal's trash and recyclable pick-up services including complaints about dropped and damaged cans, recyclables and trash left on the streets and questionable actions of the truck drivers. Advanced Disposal said one of their representatives will attend the July 14 council meeting. Motion by Mayor Slate/Ald. Triemstra to have the City attorney review the Advanced Disposal contract and see what options the City has and to have the City attorney attend the July 14 council meeting. Motion carried.

Discussion and Action on Pool Ordinance Concerns: It was determined that the current wording of the pool ordinance needed to be changed due to the unavailability of portable pool covers that meet the specifications outlined in the section of the ordinance concerning portable pools. It was proposed to change the wording from: [8. Covers. All Portable/Temporary pools shall be adequately covered or drained when not in use. Covers must be well-maintained and secured and fitted to the swimming pool to prevent a child, adult or animal from getting over, under or through. The pool cover fabric must hold a static weight of 485 pounds. Every entrance to a pool, such as a ladder, must be secured or adequately safeguarded to prevent unauthorized entry into the pool.] to the updated wording: [8. Portable Pools. All Portable/Temporary pools shall be adequately covered, fenced, or drained and stored when not in use. Every entrance to a pool, such as a ladder, must be secured or adequately safeguarded to prevent unauthorized entry into the pool. Children should never be left unsupervised around a portable pool.] Motion by Mayor Slate/Ald. Kazda to make this change to the pool ordinance and send it to council for review. Motion carried.

Discussion and Action on 410 S. Bridge Street Property Maintenance: Sue Kelm was present and updated the committee on their process of trying to secure funding to tear down the house on the property. The Kelms had applied for a loan from the bank to do this, but they were denied the loan due to the financial status of their farming business. Ron Kelm may be receiving some funds from the USDA for the farm. It is possible that some of this money could go toward tearing down the Bridge Street property. Motion by Mayor Slate/Ald. Kazda to give the Kelms another 30 days to address this matter and request that they attend the August committee meeting. Motion carried.

Discussion and Action on 650 N. Margaret Street Property: Mayor Slate recused himself from the discussion. An email from Connie Wilsnack was shared that listed some of the actions she has taken to address the property. As of this time, none of the required repairs have been made to any of the buildings. Motion by Ald. Triemstra/Ald. Bieszki (in place of Mayor) to continue moving forward with the process to raze buildings 5, 6 and 9 if they are not brought up to serviceable condition by July 31, 2020. Motion carried.

Old Business:

Discussion and Action on Chicken Ordinance: Permit fees for the proposed chicken ordinance were discussed. There would be an annual fee of \$25 to cover the City Clerk's time to process the permit and a one time maximum fee of \$85 for the building inspector to review the permit and map. Motion by Mayor Slate/Ald. Kazda to send the chicken ordinance and permit fee schedule to the council for a vote. Motion carried 3-1, Opposed-Ald. Triemstra.

Discussion and Action on Complaints about 1775 N. Margaret Street Property: Ald. Thiem recused himself from the discussion and spoke as a citizen on the state of his property. Motion by Mayor Slate/Ald. Triemstra to request that Adam Thiem correct ordinance section 273-5 violations A and B by September 1, 2020. Motion carried. Ald. Thiem abstained. Motion #2 by Mayor Slate/Ald. Kazda that Adam update the committee on ordinance section 273-5 violations C,D,J, and K at the August 4, 2020 meeting. Motion carried. Ald. Thiem abstained.

Adjournment: Motion by Ald. Triemstra/Ald. Kazda to adjourn. Motion carried. Meeting adjourned at 7:48 p.m.

FINANCE, PERSONNEL & SAFETY
Markesan City Hall

July 7, 2020

Immediately Following Public Property & Health Meeting

MINUTES

Call to Order – At 7:50 pm.

Roll Call – By Sign-In.

Citizen's Comments - None

Emergency Management Report – Mike is having trouble with the batteries staying charged on E G Truck. Motion by Mayor Slate & 2nd by Ald. Bieszki to get a battery tender to maintain charge, without overcharging ..Motion passed.

Review and Approval of Vouchers Payable – Motion by Ald Bieszki & 2nd by Mayor Slate to approve payables. Motion passed.

Police Report & Schedule

- Department's Continued Response to COVID-19 – Chief Pflum and Clerk Amend are working on current grants available to municipalities to help recover costs of COVID 19 expense.
- Qualifications for Alcohol Server Licenses and Permits- Information given on Ordinance #200-12 that covers the qualifications for licenses and permits.

New Business

- Discussion and Action on Budget of \$2,000.00 and Donation of \$750.00 for August Fest – Motion by Mayor Slate & 2nd by Ald Bieszki to approve City Donation of \$750.00. Motion passed.
- Discussion and Action on Parking Recreational Vehicles in Front of House – No action taken.

Adjournment – Motion by Ald Bieszki & 2nd by Mayor Slate to adjourn at 8:07 pm. Passed.

Respectfully Submitted;
Ald Abendroth

**Annual City of Markesan
Joint Review Board Meeting**

June 25, 2020
Markesan City Hall
Markesan, WI 53946

Meeting called to order at 6:30 PM by Mayor Slate.

Present by sign in: Tim Zacharias-Markesan School District, Laura Schelter-Moraine Park, Dave Abendroth-Green Lake County and Rich Slate-City of Markesan.

Mayor Slate was nominated Chairperson by Zacharias/Schelter and appointed by unanimous consent.

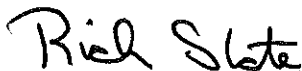
Motion to accept and to file for audit the Annual Report for TID No. 1 was made by Abendroth/Zacharias. Motion carried.

** It was noted for the record that the termination date of TID No. 1 is 2025.*

Motion to adjourn by Schelter/Zacharias.

Meeting ended at 6:47 PM

Minutes respectfully submitted by

A handwritten signature in black ink that reads "Rich Slate". The signature is written in a cursive, slightly stylized font. The first name "Rich" is written above the last name "Slate".

Rich Slate, Chairperson

Director's Report – June 2020

Activities: It's been pretty quiet on the activities front other than virtual programs like storytimes and chapter book readalongs. I did one for the Fun of It to help promote Summer Reading too.

By the time we have the meeting the Garden Art and Home Auction results will be in. Thank you to everyone who helped with the fundraiser. I'd like to give special credit to Nancy Stellmacher, she really put a lot of items out as she was crafting a great deal during the "Safer at Home" time. She also is our organizer and mastermind of this easy breezy fundraiser favorite. We had some really nice donations from the public and board members too. Summer Reading is now underway. We did handout bookmarks at the grocery store since we were unable to at the school and parade. I'll bring some bookmarks with the line-up at the board meeting. I am planning some simple library led activities outside in July, if the board thinks that would be too much of a risk due to COVID-19 or if the numbers start to jump dramatically, we can always cancel.

Karen Worth borrowed us some dairy related items to use for the JDD cruise to decorate our front lawn and be a part of the celebration. Our cow is being used by the city. At the meeting lets discuss what we want to do with the cow. I was thinking about selling it at the Garden Auction but the mayor mentioned that I should find out its original worth and make sure the family that donated won't mind. So I figure if we want to go that route, we can make it a separate event.

Meetings: The Chamber is taking action to do many of the JDD events at Augustfest, including the parade.

Other news & Later Agenda Items:

Library Reopening: So far so good with the library reopening. Is the board comfortable with us doing summer reading programs outside with the kids? There is a group who teaches migrant summer school who have an interest in our meeting room. Do we want to allow this or do we want to keep meetings to a very low capacity due to COVID?

Preliminary Budget: We will know about the county funding after the July Ag/Ext meeting. Our numbers are down this year. We are getting advice from the system to make sure to use all our budget this year to keep our cost per circ high to help offset the drop in circ we are going to experience due to COVID-19 shutdowns. I know last year the city wanted us to get something to them before their August meeting so I think we need to talk budget now.

Bereavement Policy As far as I know the library doesn't have it's own policy for bereavement. The city allows 3 days for close family members (spouse, child, child-inlaw, step-child, grandchild, parent, parent-inlaw, step-parent, sibling) and 1 day for other family members for full time employees. Department Heads may allow additional days without pay in special circumstances and employees can use their comp time or vacation leave for additional time. Part-time get time off without pay.

I did have the loss of a brother and I did take time off. Does the board want to follow the city policy or create something of its own? Will the board allow me to use sick time instead of vacation to cover those days if following the city?

~Thank you,
Nicole Overbeck

Director's Report – July 2020

Activities: Usage of the Library has been noticeably picking up. Summer Reading is also picking up with 42 kids registered and 24 adults registered. There has been a total of 15,241 minutes read for the kids and 20,955 minutes read for adults so far. For the ABC Scavenger Hunt (Thank you Val) we had about 16 kids and 12 adults, for the Where the Sidewalk Ends Scavenger Hunt we had about 18 kids and 12 adults participate. Nancy's 4th of July craft had 12 participants. Bubbles only had 3 kids, but I did a recording of how to make them and I plan to reuse materials for Augustfest activities. We were also donated 25 three dollar coupons for Ted's and milk shake recipes by the Dairy Promoters, so we've been giving them away when patrons check out a farming/dairy type kids book. Sadly, we only had 3 participants for Giant Bubbles but I do plan to use the materials later in the summer, perhaps at Augustfest. We have 14 children signed up for 1,000 books before Kindergarten. Upcoming events include, Kim Zills Fireflies; Meme your Library Contest, Water Balloon Olympics, etc. I'm working on a virtual freezing class with Katie from the UW Extension. I'm also working on the Chalk art contest. Late September we have the Chad Lewis Haunted Locations of WI program.

Meetings: The Chamber is going forward with Augustfest plans and the parade. I will have attended the County Ag/Ext/Fair meeting and the LAC by the time of the board meeting.

Donations: We received another \$500 from the Turkey club and another \$200 Holy Family Council of Catholic Women. My goal for the turkey club money is to create kids outdoor activity packs: fishing, bugs, bird watching. I was also thinking of getting binoculars for adults for bird watching.

Other news & Later Agenda Items:

Library Reopening: I put this on the agenda incase anything should come up. We might want to discuss how we should proceed if a staff member or person from the public who used the library while infected gets COVID. I believe we should shut down for the 3 days and ask the staff who were exposed to get tested and be negative before coming back to work or to self-quarantine for 14 days (if untested or positive).

Preliminary Budget: I'll know more after the Ag/Ext meeting.

Augustfest 7th & 8th: The city plans to take responsibility for planning and executing the corn roast portion of Augustfest. They would like to use the front of the library for music during the corn roast. They also plan to do games for the kids from 4-7. The games are to foster social distancing. I said I wouldn't mind helping with the games. I thought we could do a chalk obstacle course and maybe giant bubbles. The parade is also going to be held.

~Thank you. Nicole Overbeck

Markesan Public Library - Board of Trustees
Draft Minutes June 18, 2020

- I. Call to order: The meeting was called to order at 4:17 p.m by Rachel Nitz. Trustees present: Rachel Nitz, Beth Kazda, Mike Hansen, Nancy Kirst, Joan Slate, Cindy Boelter, Vicki Bernhagen; Director Nicole Overbeck. Absent was Jill Worden.
- II. Approval of Minutes: **Hansen/Kirst moved to approve the May 21 minutes. Motion carried.**
- III. Input from Public: Overbeck presented a Christmas 5.0 proposal by Karen Werth. The idea is to promote usage of area businesses by having groups decorate the businesses and their homes for Christmas (in July). Businesses would donate gift cards, etc for the winners. People earn votes by buying items at area businesses. Werth wanted to know if anyone on the board would like to help with this event as citizens and independent of the library.
- IV. Financial Reports: Kazda noted that the donation funds recovered a little. Overbeck presented bill and talked about the J&H heating contract being up in August/September. Overbeck is to get quotes from other heating/cooling companies. **Bills were filed for audit**
- V. President's Report: None.
- VI. Director's Report: Overbeck talked about online programming and stats. She asked if the board was ok with her doing some in-person and outside programs in July with the kids. The board was ok with that as long as good social distancing was practiced as much as possible. Overbeck talked about the cross-country funding and asked if she should bill those \$50 and over. The board said yes to billing. Overbeck asked if the library should pursue the chalk walk this year or do an art walk. It was decided after lots of discussion to do a kid centered chalk event where kids decorate around the library and patrons are asked to vote on their favorites. The board also indicated that they would like to start planning for another Chair Affair fundraiser. Board members and the library staff should start looking for gently used and cheap chairs and Overbeck is to schedule an initial planning meeting. Kirst and Boelter said they would volunteer to help.
- VII. Old Business:
A: Library & Badger Bounce Back Plan:
Overbeck asked if it was ok to allow people in the meeting room again on a very limited basis of about 12 people, per the director's discretion. The board agreed. The board then discussed whether to allow the migrant school to use the meeting room from July 6th through the 24th. The board thought that the daily use of the room was inadvisable because of COVID and the need to clean the room daily because of COVID. The library is currently seeking a cleaning person.
- VIII. New Business:
A: Preliminary Budget: Overbeck presented the preliminary budget. Items to note was the significant drop in County funding due to lower cost per circulation. Overall the library served more people in the city, so much so that even though the spending was a little over budget due to Lucy's retirement, the library's cost per circulation went down. This hurt on the county level because overall the rural or county circulation of the Green Lake libraries went down (Princeton

was closed for remodel and other libraries including Markesan dropped a little bit rurally). Overbeck noted that Markesan has a pretty long history of drastic increases and drops in county funding. Overbeck noted that there may be a change to the current county funding formula as the county agreement is up for renewal, but that won't impact the library until two years from now. Overbeck noted that she will ask the city for an additional \$2,000 to help cover the health insurance costs of its library assistant 2 position. She knows it's not a good time to ask for increases but was told last year by the city to make the request early before their budget cycle.

B: Bereavement Policy: Overbeck reported on the city's policy for bereavement. The city gives 3 days for close family members and 1 for less close members for full time staff. For part-time staff they give no bereavement but allow time off using comp time or time off without pay. Overbeck asked if she could use her sick time. The board agreed. Kirst noted that the director is a $\frac{3}{4}$ time position with some benefits like sick time and vacation. Kirst proposed that the board off the director 2 days bereavement for close family members. **Motion by Boelter/Hansen to create a Bereavement policy for the Director to cover 2 days bereavement for close family members per the city's description. Motion carried.**

IX. Adjournment and next meeting –5:30 pm. Next meeting, July 16, 2020 at 4:15

Respectfully Submitted, Nicole Overbeck, Library Director

July 7, 2020

TO: CLERK-TREASURER

FROM: FINANCE, PERSONNEL & SAFETY COMMITTEE

Please be advised we have reviewed the following vouchers, found them to be in order, and recommend to the Common Council that authorization for payment be approved:

CITY CHECKS: 36018- 36087	\$	134,286.16
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DD #3680 - 3743	\$	45,215.51
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EFT #1013 - 1023	\$	42,894.23
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TOTAL	\$	222,395.90
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UTILITY CHECKS: #12580 - 12598	\$	21,545.26
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EFT#431,1016	\$	19,939.52
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TOTAL	\$	41,484.78
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With the exception of:

_____	_____	_____
_____	_____	_____

Signed:

City of Markesan
Voucher List
June 2 through July 7, 2020

Num	Date	Name	Memo	Original Amount
EFT-1013	06/09/2020	EMPOWER RETIREMENT (WDC)	98971-01 P457	-370.00
EFT-1014	06/09/2020	INTERNAL REVENUE SERVICE	39-6006314	-4,959.94
EFT-1015	06/09/2020	WISCONSIN DEPT. OF REVENUE	036-0000583032-02	-1,034.67
EFT-1017	06/19/2020	STATE OF WI HEALTH INS	JULY 2020 HEALTH INS	-17,781.64
EFT-1018	06/23/2020	EMPOWER RETIREMENT (WDC)	98971-01 P457	-370.00
EFT-1019	06/23/2020	WISCONSIN DEPT. OF REVENUE	036-0000583032-02	-1,070.15
EFT-1020	06/23/2020	INTERNAL REVENUE SERVICE	39-6006314	-5,127.58
EFT-1021	06/23/2020	WRS (Wisconsin Retirement System)	0457000	-6,240.52
EFT-1022	07/07/2020	WISCONSIN DEPT. OF REVENUE	036-0000583032-02	-1,031.25
EFT-1023	07/07/2020	INTERNAL REVENUE SERVICE	39-6006314	-4,908.48
TOTAL EFT PAYMENTS				-42,894.23
DD3680	06/05/2020	Dykstra, Dennis P	Direct Deposit Payroll	-174.55
DD3681	06/05/2020	Slate, Rich	Direct Deposit Payroll	-461.75
DD3682	06/05/2020	Amend, Elizabeth A	Direct Deposit Payroll	-1,031.99
DD3683	06/05/2020	Behlke, Ryan R	Direct Deposit Payroll	-1,070.15
DD3684	06/05/2020	Chisnell, Gerald	Direct Deposit Payroll	-138.52
DD3685	06/05/2020	Doro, Anthony	Direct Deposit Payroll	-1,473.36
DD3686	06/05/2020	French, Jessica M	Direct Deposit Payroll	-207.23
DD3687	06/05/2020	Glover, Valerie	Direct Deposit Payroll	-95.59
DD3688	06/05/2020	Heberer, Jeffrey	Direct Deposit Payroll	-1,222.80
DD3689	06/05/2020	Heiling, Rachel	Direct Deposit Payroll	-481.46
DD3690	06/05/2020	Huhndorf, John E	Direct Deposit Payroll	-417.83
DD3691	06/05/2020	Krentz, Dorothea M	Direct Deposit Payroll	-1,043.34
DD3692	06/05/2020	McLean, Cody	Direct Deposit Payroll	-1,322.78
DD3693	06/05/2020	Meyer, Vanessa K	Direct Deposit Payroll	-146.01
DD3694	06/05/2020	Overbeck, Nicole M	Direct Deposit Payroll	-952.17
DD3695	06/05/2020	Pflum, William	Direct Deposit Payroll	-1,618.91
DD3696	06/05/2020	Shin, Nara	Direct Deposit Payroll	-21.47
DD3697	06/05/2020	Stellmacher, Nancy	Direct Deposit Payroll	-108.47
DD3698	06/05/2020	Stoll, Brittany M	Direct Deposit Payroll	-82.77
DD3699	06/05/2020	Strelow, Joseph W	Direct Deposit Payroll	-1,429.97
DD3700	06/05/2020	Watry, Philip	Direct Deposit Payroll	-1,277.71
DD3701	06/05/2020	Zelenko, Valentina	Direct Deposit Payroll	-219.38
DD3702	06/19/2020	Henke, Brenda	Direct Deposit Payroll	-831.15
DD3703	06/19/2020	Amend, Elizabeth A	Direct Deposit Payroll	-1,031.96
DD3704	06/19/2020	Behlke, Ryan R	Direct Deposit Payroll	-1,141.83
DD3705	06/19/2020	Chisnell, Gerald	Direct Deposit Payroll	-138.53
DD3706	06/19/2020	Doro, Anthony	Direct Deposit Payroll	-1,473.36
DD3707	06/19/2020	French, Jessica M	Direct Deposit Payroll	-247.27
DD3708	06/19/2020	Glover, Valerie	Direct Deposit Payroll	-150.54
DD3709	06/19/2020	Heberer, Jeffrey	Direct Deposit Payroll	-1,630.38
DD3710	06/19/2020	Heiling, Rachel	Direct Deposit Payroll	-481.48
DD3711	06/19/2020	Huhndorf, John E	Direct Deposit Payroll	-237.61
DD3712	06/19/2020	Krentz, Dorothea M	Direct Deposit Payroll	-1,043.35
DD3713	06/19/2020	McLean, Cody	Direct Deposit Payroll	-1,272.21
DD3714	06/19/2020	Meyer, Vanessa K	Direct Deposit Payroll	-143.64
DD3715	06/19/2020	Overbeck, Nicole M	Direct Deposit Payroll	-944.37
DD3716	06/19/2020	Pflum, William	Direct Deposit Payroll	-1,618.91
DD3717	06/19/2020	Shin, Nara	Direct Deposit Payroll	-42.94
DD3718	06/19/2020	Stellmacher, Nancy	Direct Deposit Payroll	-60.93
DD3719	06/19/2020	Stoll, Brittany M	Direct Deposit Payroll	-26.85
DD3720	06/19/2020	Strelow, Joseph W	Direct Deposit Payroll	-1,429.97
DD3721	06/19/2020	Watry, Philip	Direct Deposit Payroll	-1,251.08
DD3722	06/19/2020	Zelenko, Valentina	Direct Deposit Payroll	-319.06
DD3723	07/03/2020	Amend, Elizabeth A	Direct Deposit Payroll	-1,031.97
DD3724	07/03/2020	Behlke, Ryan R	Direct Deposit Payroll	-1,078.55
DD3725	07/03/2020	Chisnell, Gerald	Direct Deposit Payroll	-138.52
DD3726	07/03/2020	Doro, Anthony	Direct Deposit Payroll	-1,473.34
DD3727	07/03/2020	French, Jessica M	Direct Deposit Payroll	-188.39

City of Markesan
Voucher List
June 2 through July 7, 2020

Num	Date	Name	Memo	Original Amount
DD3728	07/03/2020	Glover, Valerie	Direct Deposit Payroll	-207.88
DD3729	07/03/2020	Heberer, Jeffrey	Direct Deposit Payroll	-1,326.23
DD3730	07/03/2020	Helling, Rachel	Direct Deposit Payroll	-481.46
DD3731	07/03/2020	Huhndorf, John E	Direct Deposit Payroll	-354.22
DD3732	07/03/2020	Krentz, Dorothea M	Direct Deposit Payroll	-1,043.33
DD3733	07/03/2020	McLean, Cody	Direct Deposit Payroll	-1,265.99
DD3734	07/03/2020	Meyer, Vanessa K	Direct Deposit Payroll	-164.85
DD3735	07/03/2020	Overbeck, Nicole M	Direct Deposit Payroll	-929.74
DD3736	07/03/2020	Pflum, William	Direct Deposit Payroll	-1,618.92
DD3737	07/03/2020	Shin, Nara	Direct Deposit Payroll	42.95
DD3738	07/03/2020	Stellmacher, Nancy	Direct Deposit Payroll	-77.69
DD3739	07/03/2020	Stoll, Brittany M	Direct Deposit Payroll	-53.69
DD3740	07/03/2020	Strelow, Joseph W	Direct Deposit Payroll	-1,429.97
DD3741	07/03/2020	Watry, Phillip	Direct Deposit Payroll	-1,251.09
DD3742	07/03/2020	Zelenko, Valentina	Direct Deposit Payroll	-165.25
DD3743	07/03/2020	Slate, Rich	Direct Deposit Payroll	-461.75
TOTAL DIRECT DEPOSITS				-45,215.51
36018	06/05/2020	MARKESAN, CITY OF-PETTY CASH	Postage	-18.65
36019	06/08/2020	KRISTY KRUEGER	Krueger Refund / Big Building Rental - COVID-19	-85.00
36020	06/08/2020	ACTION APPRAISERS & CONSULTANT	2020 2nd Quarter Maintenance	-1,425.00
36021	06/08/2020	BEHLKE, RYAN	June 2020 Cell Phone Reimb	-15.00
36022	06/08/2020	BERGEMANN'S AUTOCARE	2014 Ford / Change Oil & Filter	-43.53
36023	06/08/2020	BERLIN JOURNAL NEWSPAPERS	Council / BOR / Bulky Trash / PW Bids	-1,773.00
36024	06/08/2020	CENTURYLINK	May-June 2020 Telephone	-396.50
36025	06/08/2020	CHRIS' FLORAL & GIFTS	Sympathy Arrangement / Kazda	-33.00
36026	06/08/2020	GENERAL ENGINEERING CO., INC.	Landfill Monitoring	-1,721.70
36027	06/08/2020	KRENTZ, DOROTHEA	June 2020 Cell Phone Reimb	-15.00
36028	06/08/2020	MARKESAN AUTO, HOME & FARM	Misc. Parts & Supplies	-323.15
36029	06/08/2020	MCLEAN CODY	June 2020 Cell Phone Reimb	-15.00
36030	06/08/2020	PFLUM, WILLIAM A.	June 2020 Cell Phone Reimb	-15.00
36031	06/08/2020	RENNERT'S FIRE EQUIPMENT	Ford Explorer / Mount & Balance Tires	-25.00
36032	06/08/2020	SECURIAN FINANCIAL GROUP, INC.	July 2020 Life Ins Premium	-143.86
36033	06/08/2020	SHELL FLEET	May 2020 Fuel	-385.81
36034	06/08/2020	SONDALLE LAW OFFICE	Apr & May 2020 Legal Services	-281.25
36035	06/08/2020	SUPERIOR CHEMICAL CORPORATION	Cleaning Supplies	-335.69
36036	06/08/2020	WATRY PHILIP	June 2020 Cell Phone Reimb	-15.00
36037	06/08/2020	WINDYWARES-JBL AWARDS LLC	Plaque for Brenda Henke	-25.00
36038	06/09/2020	MARKESAN WATER & SEWER	2019 Interfund Balance	-92,366.99
36039	06/11/2020	ADVANCED DISPOSAL	May 2020 Trash & Recycling	-7,116.44
36040	06/11/2020	LANDMARK SERVICES COOPERATIVE	May 2020 Gas Credit Card	-389.81
36041	06/11/2020	RAY'S SANITATION	2020 JDD	-280.00
36042	06/11/2020	SUPERIOR CHEMICAL CORPORATION	COVID-19	-342.32
36043	06/12/2020	DIZZY D. CLOWN	JDD	-350.25
36044	06/15/2020	LAMIE STEPHANIE	Junior Officer Badge	-85.66
36045	06/19/2020	ERGO BANK OF MARKESAN	WRS Loan - Payment #26	-320.64
36046	06/19/2020	PRE-EMPLOYMENT FUND	June 2020 Pre Employment / Behlke	-76.92
36047	06/23/2020	AIRGAS USA, LLC	Cylinder Rental	-32.12
36048	06/23/2020	ALLIANT ENERGY/WP&L	May - June 2020 Electric Bills	-3,138.09
36049	06/23/2020	EMC INSURANCE	Property & Liability / Workers Comp	-4,311.97
36050	06/23/2020	GENERAL ENGINEERING CO., INC.	Building Inspection	-388.35
36051	06/23/2020	GREEN LAKE COUNTY DA-FORENSIC COMP	LA 2020 Computer Forensic Lab Contribution	-1,000.00
36052	06/23/2020	GREEN LAKE COUNTY TREASURER	Election Materials/Police Leads on Line	-1,234.39
36053	06/23/2020	HOMAN AUTO SALES, INC.	2019 Dodge / Wheel Alignment	-98.81
36054	06/23/2020	JOHNSON BLOCK AND COMPANY	2019 Audt	-5,690.00
36055	06/23/2020	PFLUM, WILLIAM A.	Reimb / JDD Supplies	-58.77
36056	06/23/2020	SUPERIOR CHEMICAL CORPORATION	Toilet Bowl Cleaner	-133.03
36057	06/23/2020	VERIZON WIRELESS	June - July 2020 Cell Phone	-105.28
36058	06/23/2020	WE ENERGIES	May - June 2020 Gas Bills	-279.01
36059	06/23/2020	UNITED STATES TREASURY	2019 PCOR FEE FORM 720 HRA	-20.32
36060	06/29/2020	US POSTMASTER	4 Rolls of stamps	-220.00

City of Markesan
Voucher List
June 2 through July 7, 2020

Num	Date	Name	Memo	Original Amount
36061	06/29/2020	US POSTMASTER	1 Roll of .15 stamps	-15.00
36062	07/01/2020	ARAMARK	June 2020 Rug Cleaning	-113.50
36063	07/01/2020	BERGEMANN'S AUTOCARE	2014 Ford / Vehicle Repairs	-738.37
36064	07/01/2020	BERLIN JOURNAL NEWSPAPERS	2020 JDD Posters	-45.00
36065	07/01/2020	GENERAL ENGINEERING CO., INC.	Landfill Monitoring	-200.00
36066	07/01/2020	HOMAN AUTO SALES, INC.	2019 Dodge / Oil Change	-43.51
36067	07/01/2020	INTEGRITY LAWN SERVICE & SUPPLY, INC	Filters for Chop Saw	-34.75
36068	07/01/2020	KIMBALL MIDWEST	Weld Rod	-231.16
36069	07/01/2020	MARKESAN WATER & SEWER	Apr - June 2020 W/S Bill	-439.55
36070	07/01/2020	MID-STATE SUPPLY	Wax Rings	-12.06
36071	07/01/2020	MODERN RENTALS, INC.	Fuel Tank Assy	-55.99
36072	07/01/2020	SHERWIN-WILLIAMS	Paint	-28.77
36073	07/01/2020	SONDALLE LAW OFFICE	June 2020 Legal Services	-412.50
36074	07/01/2020	STRELOW, JOSEPH	Reimb / Manifold Kit (Fleet Farm)	-24.14
36075	07/01/2020	THE UNIFORM SHOPPE	Pflum / Badge Refurb.	-24.00
36076	07/01/2020	WELLS FARGO REMITTANCE CENTER	Amazon / DNR / Google	-340.19
36077	07/06/2020	ALLIANT ENERGY/WP&L	Street lights	-2,004.50
36078	07/06/2020	BERLIN JOURNAL NEWSPAPERS	June publications TID and Ord/CC minutes	-616.75
36079	07/06/2020	BLACKSTONE TECHNOLOGIES	Pothole Patching Material	-535.60
36080	07/06/2020	CENTURYLINK	June-July 2020 Telephone	-396.50
36081	07/06/2020	CENTURYLINK BUSINESS SERVICES	May-June 2020 Phone & Internet	-429.90
36082	07/06/2020	LITTLE GREEN LAKE PROT & REHAB DISTRICT	Parks water and sewer 2nd Qtr	-229.07
36083	07/06/2020	MARKESAN AUTO, HOME & FARM	VOID	0.00
36084	07/06/2020	RENNERT'S FIRE EQUIPMENT	Police Truck and EM Truck Repair	-1,301.84
36085	07/06/2020	THEDA CARE LABORATORIES	Police Legal Blood draw	-42.50
36086	07/06/2020	MARKESAN, CITY OF	JDD FIREWORKS	-1,500.00
36087	07/06/2020	MARKESAN AUTO, HOME & FARM	Misc. Parts & Supplies	<u>659.30</u>
TOTAL CHECK PAYMENTS				-134,286.16
TOTAL PAYMENTS				<u>-222,395.90</u>

TOTAL

Markesan Utilities
Voucher List
June 2 through July 7, 2020

Num	Date	Name	Memo	Original Amount
EFT-0431	06/03/2020	UNITED STATES DEPT. OF AGRICULTURE	Loan Payment	-16,374.50
EFT-1016	06/11/2020	WI DNR	2020 ENVIRONMENTAL FEE	-3,565.02
			TOTAL EFT PAYMENTS	-19,939.52
12580	06/05/2020	MARKESAN-PETTY CASH	Postage	-9.20
12581	06/11/2020	CENTURYLINK	May - June 2020 Phone & Internet	-172.07
12582	06/11/2020	COMPLETE OFFICE OF WISCONSIN	Ink	-74.70
12583	06/11/2020	GENERAL ENGINEERING CO., INC.	2021 Street Project	-1,538.75
12584	06/11/2020	HEBERER, JEFFREY	June 2020 Cell Phone Reimb	-15.00
12585	06/11/2020	L W ALLEN, INC.	Filter Assembly	-110.41
12586	06/11/2020	LANDMARK SERVICES COOPERATIVE	May 2020 Fuel	-54.82
12587	06/11/2020	WI STATE LAB. OF HYGIENE	S&S Supply	-30.00
12588	06/19/2020	MARKESAN, CITY OF	June 2020 PR Reimb	-13,965.87
12589	06/23/2020	ALLIANT ENERGY/WP&L	May - June 2020 Electric Bill	-2,557.47
12590	06/23/2020	MARTELLE WATER TREATMENT	Supplies	-99.60
12591	06/23/2020	SENSUS USA	Annual Software Support Renewal	-1,715.95
12592	06/23/2020	US POSTMASTER	6 Rolls of Postcard Stamps	-210.00
12593	06/23/2020	WE ENERGIES	May - June 2020 Gas Bills	-28.56
12594	07/01/2020	MARKESAN WATER & SEWER	Apr - June 2020 W/S Bill	-385.04
12595	07/01/2020	U.S. CELLULAR	June - July 2020 Cell Phone	-48.24
12596	07/06/2020	CENTURYLINK	June-July 2020 Phone & Internet	-172.07
12597	07/06/2020	GENERAL ENGINEERING CO., INC.	Phosphorus Permit Compliance	-180.00
12598	07/06/2020	NESS ELECTRIC, INC	Sewer plant grinder pump	-177.51
			TOTAL CHECK PAYMENTS	-21,545.26
			TOTAL PAYMENTS	-41,484.78

City of Markesan
Treasurer's Report Budget vs. Actual
 January through June 2020

	Jan - Jun 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
4100000 · Taxes				
4133000 · PILOT's Water Dept	0.00	69,000.00	-69,000.00	0.0%
4111000 · City Taxes & Overrun	612,421.00	0.00	612,421.00	100.0%
4112000 · TIF Increment	0.00	90,000.00	-90,000.00	0.0%
4114000 · Mobile Home Fees	261.61	2,800.00	-2,538.39	9.3%
4132000 · PILOT's MRH	13,011.69	14,500.00	-1,488.31	89.7%
4180000 · Interest on Taxes				
4180100 · Interest on Delq PP Taxes/Util	29.90			
4180150 · INTEREST ON SPECIAL CHARGES	172.06			
4180000 · Interest on Taxes - Other	569.11	1,000.00	-430.89	56.9%
Total 4180000 · Interest on Taxes	771.07	1,000.00	-228.93	77.1%
4190000 · State Personal Prop Aid	4,635.18			
4195000 · State TID Personal Prop Aid	4,110.31			
4100000 · Taxes - Other	0.00	612,421.00	-612,421.00	0.0%
Total 4100000 · Taxes	635,210.86	789,721.00	-154,510.14	80.4%
4200000 · Special Assessments	3,525.58			
4300000 · Intergovernmental Revenues				
4341000 · Shared Revenue	0.00	444,543.48	-444,543.48	0.0%
4342000 · Fire Dues	0.00	3,300.00	-3,300.00	0.0%
4343000 · Exempt Comp Aid	0.00	3,515.80	-3,515.80	0.0%
4344000 · Lottery Credit- Mobil Home	104.28			
4345000 · Lottery Credit	24,465.04			
4352100 · Police Training	-59.34			
4353100 · Transportation Aids	40,784.02	81,568.06	-40,784.04	50.0%
4354500 · Recycling Grant	5,871.55	6,000.00	-128.45	97.9%
4379100 · EMS (Ambulance) Reimb	0.00	5,000.00	-5,000.00	0.0%
Total 4300000 · Intergovernmental Revenues	71,165.55	543,927.34	-472,761.79	13.1%
4400000 · Licenses & Permits				
4410100 · Alcohol Licenses	3,015.49	2,300.00	715.49	131.1%
4410200 · Operator's Licenses	1,405.00	1,200.00	205.00	117.1%
4410300 · Soda Water Licenses	90.00	100.00	-10.00	90.0%
4410400 · Cigarette Licenses	300.00	300.00	0.00	100.0%
4410500 · Other Business Lic.	0.00	150.00	-150.00	0.0%
4410900 · Cable Franchise Fees	600.00	1,200.00	-600.00	50.0%
4420000 · Dog Licenses (City)	799.33	750.00	49.33	106.6%
4430000 · Building Permits	2,475.00	1,000.00	1,475.00	247.5%
4440000 · Land Use Permits	0.00	250.00	-250.00	0.0%
Total 4400000 · Licenses & Permits	8,684.82	7,250.00	1,434.82	119.8%
4500000 · Fines, Forfeits & Penalties				
4510000 · Ordinance Violations	4,598.52	8,250.00	-3,651.48	55.7%
4510100 · Parking Violations	380.00	500.00	-120.00	76.0%
4500000 · Fines, Forfeits & Penalties - Other	-124.00			
Total 4500000 · Fines, Forfeits & Penalties	4,854.52	8,750.00	-3,895.48	55.5%
4600000 · Public Charges for Services				
4610000 · Clerk-Treas Fees	815.84	1,500.00	-684.16	54.4%
4610100 · Publication Fees	232.00	400.00	-168.00	58.0%
4610200 · Garbage/Recycle Cart	103.25			
4621000 · Police Dept Fees	264.00	200.00	64.00	132.0%
4632200 · Snow Removal Fees	110.00	200.00	-90.00	55.0%
4643500 · Recycle Fees	1,931.10	2,000.00	-68.90	96.6%
4644000 · Weed Control Charges	1,027.82	1,000.00	27.82	102.8%
4654000 · Cemetery Sales	1,140.00	500.00	640.00	228.0%
4672000 · Park Shelter Use	290.00	1,300.00	-1,010.00	22.3%
4674300 · Comm Ctr Use	175.00	600.00	-425.00	29.2%
Total 4600000 · Public Charges for Services	6,089.01	7,700.00	-1,610.99	79.1%
4700000 · Intergov't Charges for Services				
4732100 · School Liason	23,724.16	56,192.00	-32,467.84	42.2%
4734100 · Recycle Ctr-Towns	0.00	9,000.00	-9,000.00	0.0%
4739100 · Crossing Guard Reimb	0.00	6,300.00	-6,300.00	0.0%
Total 4700000 · Intergov't Charges for Services	23,724.16	71,492.00	-47,767.84	33.2%
4800000 · Miscellaneous Revenue				
4811000 · Interest-City Investments	603.22	1,000.00	-396.78	60.3%
4813000 · Spcl Assmt / Spcl Chrg Interest	3,353.02			

City of Markesan
Treasurer's Report Budget vs. Actual
 January through June 2020

	Jan - Jun 20	Budget	\$ Over Budget	% of Budget
4820000 · Rent-Muni Bldg	1,500.00	3,000.00	-1,500.00	50.0%
4820100 · Rent-Land	1,181.25	2,362.00	-1,180.75	50.0%
4820200 · Rent-Cell Tower	5,417.85	10,300.00	-4,882.15	52.6%
4840900 · Ins Dividends	0.00	2,500.00	-2,500.00	0.0%
4850000 · Donations	1,400.25	4,600.00	-3,199.75	30.4%
4850100 · Police Donations	3,826.79			
4890000 · Exp Reimb-All Types	3,367.37	2,500.00	867.37	134.7%
Total 4800000 · Miscellaneous Revenue	20,649.75	26,262.00	-5,612.25	78.6%
4900000 · Other Financing Sources				
4910010 · 2018A Bond Income	0.00	75,000.00	-75,000.00	0.0%
Total 4900000 · Other Financing Sources	0.00	75,000.00	-75,000.00	0.0%
Total Income	773,904.25	1,530,102.34	-756,198.09	50.6%
Gross Profit	773,904.25	1,530,102.34	-756,198.09	50.6%
Expense				
5100000 · General Government				
5100213 · Accts Rec - Library Health Ins	-4,150.38			
5100100 · W&S Expense Reimb	5,852.57			
5100111 · Accts Rec - W&S Wages	8,125.97			
5100112 · Accts Rec - W&S WRS	344.57			
5100114 · Accts Rec - W&S Insurance	4,108.46			
5100200 · Library Expense Reimb	78.00			
5100211 · Accts Rec - Library Wages	-8,125.97			
5100212 · Accts Rec - Library WRS	-548.51			
5110000 · Legislative				
5110111 · Council	952.74	11,000.00	-10,047.26	8.7%
5110211 · Mayor	3,000.00	7,700.00	-4,700.00	39.0%
5111011 · Committees	0.00	500.00	-500.00	0.0%
Total 5110000 · Legislative	3,952.74	19,200.00	-15,247.26	20.6%
5130000 · Legal				
5130021 · City Atty-General	1,133.50	4,000.00	-2,866.50	28.3%
5130121 · City Atty-Prosecution	73.75	3,000.00	-2,926.25	2.5%
5131021 · Muni Code Updates	890.00	1,500.00	-610.00	59.3%
Total 5130000 · Legal	2,097.25	8,500.00	-6,402.75	24.7%
5140000 · General Administration				
5141011 · Legislative Support-Wages	3,036.86	15,000.00	-11,963.14	20.2%
5141025 · Legislat. Support-Training/Dues	32.50			
5141032 · Legislative Support-Publication	4,705.26			
5142011 · General Admin-Wages	9,658.53	27,000.00	-17,340.47	35.8%
5142021 · General Admin-Outside Services	509.33			
5142025 · General Admin-Training/Dues	207.50			
5142031 · General Admin-Office Supplies	1,809.26			
5143011 · Elections-Wages	3,177.95	6,000.00	-2,822.05	53.0%
5143032 · Elections-Publication	32.30			
5143034 · Elections-Supplies	1,652.31			
5144011 · Licensing & Permits-Wages	1,312.71	2,200.00	-887.29	59.7%
5144032 · Licensing & Permits-Publication	215.75			
Total 5140000 · General Administration	26,351.26	50,200.00	-23,848.74	52.5%
5150000 · Financial Administration				
5150011 · General Accounting-Wages	7,431.92	20,000.00	-12,568.08	37.2%
5150521 · Independent Audit	8,985.77	7,300.00	1,685.77	123.1%
5151113 · Medicare (default)	3,403.11	5,957.00	-2,553.89	57.1%
5151213 · Social Security	11,883.68	24,000.00	-12,116.32	49.5%
5151314 · Health Insurance	75,013.69	140,000.00	-64,986.31	53.6%
5151315 · HRA-Health Reimbursement	1,099.55			
5151414 · Life Insurance	300.45	650.00	-349.55	46.2%
5151611 · Paid Time Off (PTO)-Wages	29,210.24			
5152012 · Wisconsin Retirement System	18,051.75	37,000.00	-18,948.25	48.8%
5155011 · Property Assessment-Wages	0.00	6,000.00	-6,000.00	0.0%
5155021 · Prop. Assmnt.-Outside Services	3,175.53			
5155111 · Prop Tax Collection-Wages	1,136.72	2,700.00	-1,563.28	42.1%
5155121 · Prop Tax Collection-Outside Ser	445.01			
5156005 · Prop & Liability Ins	9,869.02	19,150.00	-9,280.98	51.5%
5156100 · Workers Comp - Calculated	80.11			
5156105 · Workers Comp	6,610.64	11,500.00	-4,889.36	57.5%
5156205 · Employee Bonds	0.00	850.00	-850.00	0.0%
5150000 · Financial Administration - Other	10.00			

City of Markesan
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 January through June 2020

	Jan - Jun 20	Budget	\$ Over Budget	% of Budget
Total 5150000 · Financial Administration	176,707.19	275,107.00	-98,399.81	64.2%
5160000 · Municipal Building				
5160011 · Municipal Building-Wages	4,211.43			
5160021 · Municipal Building-Outside Serv	1,393.38			
5160022 · Municipal Building-Utilities	10,771.59			
5160023 · Municipal Building-Repairs&Supp	4,444.00			
5160000 · Municipal Building - Other	0.00	44,100.00	-44,100.00	0.0%
Total 5160000 · Municipal Building	20,820.40	44,100.00	-23,279.60	47.2%
Total 5100000 · General Government	235,613.55	397,107.00	-161,493.45	59.3%
5150520 · Bank Service Charges	50.00			
5200000 · Public Safety				
5210000 · Law Enforcement				
5210001 · Police Administration				
5210011 · Police Admin-Wages	32,490.65	63,700.00	-31,209.35	51.0%
5210019 · Police Admin-Uniforms	398.70	1,300.00	-901.30	30.7%
5210021 · Police Admin-Outside Services	882.22			
5210022 · Police Admin-Utilities	3,775.51	270.00	3,505.51	1,398.3%
5210034 · Police Admin-Supplies	1,569.44	6,000.00	-4,430.56	26.2%
5210035 · Police Admin - Donations	3,918.60			
Total 5210001 · Police Administration	43,035.12	71,270.00	-28,234.88	60.4%
5212000 · Police Patrol				
5212011 · Police Patrol-Wages				
5211011 · Police Training-Wages	19.21			
5213011 · Police Criminal Invest-Wages	43.96			
5212011 · Police Patrol-Wages - Other	69,195.42	164,000.00	-94,804.58	42.2%
Total 5212011 · Police Patrol-Wages	69,258.59	164,000.00	-94,741.41	42.2%
5212021 · Police Patrol-Outside Services	560.00	5,000.00	-4,440.00	11.2%
5212022 · Police Patrol-Utilities	326.17	600.00	-273.83	54.4%
5212023 · Police Patrol-Repairs/Supplies	3,060.63	12,000.00	-8,939.37	25.5%
5212033 · Police Patrol-Fuel/Miles	1,768.38			
Total 5212000 · Police Patrol	74,973.77	181,600.00	-106,626.23	41.3%
5213021 · Police Criminal Inv-Suppl/Serv	1,216.66	1,400.00	-183.34	86.9%
5214025 · Police Training	167.24	1,500.00	-1,332.76	11.1%
Total 5210000 · Law Enforcement	119,392.79	255,770.00	-136,377.21	46.7%
5219000 · School Crossing Guard	3,778.79	11,000.00	-7,221.21	34.4%
5220000 · Fire Protection				
5220021 · Fire Dept-Annual Budget	22,100.00	38,850.00	-16,750.00	56.9%
5220022 · Water Hydrant Rental	0.00	113,000.00	-113,000.00	0.0%
5220034 · Fire Dept-Incident Charges	1,477.63			
Total 5220000 · Fire Protection	23,577.63	151,850.00	-128,272.37	15.5%
5230021 · Ambulance Service	0.00	26,000.00	-26,000.00	0.0%
5240021 · Building Inspection	4,122.45	7,000.00	-2,877.55	58.9%
5290000 · Other Public Safety				
5290022 · Emergency Govt-Utilities	529.81			
5290023 · Emer Govt-Supp., Equip & Repair	1,017.63			
5290000 · Other Public Safety - Other	0.00	8,000.00	-8,000.00	0.0%
Total 5290000 · Other Public Safety	1,547.44	8,000.00	-6,452.56	19.3%
Total 5200000 · Public Safety	152,419.10	459,620.00	-307,200.90	33.2%
5300000 · Public Works				
5310000 · Streets Administration				
5310005 · Streets Admin-CDL Testing	115.00			
5310011 · Streets Admin-Wages	2,257.13			
5310021 · Streets Admin-Outside Services	832.43			
5310000 · Streets Administration - Other	0.00	6,750.00	-6,750.00	0.0%
Total 5310000 · Streets Administration	3,204.56	6,750.00	-3,545.44	47.5%
5311000 · Public Works Shop				
5311011 · PW Shop-Wages	1,444.88			
5311022 · PW Shop-Utilities	2,079.94			
5311033 · PW Shop-Fuel	93.84			
5311034 · PW Shop-Supplies/Tools	2,064.79			

City of Markesan
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January through June 2020

	Jan - Jun 20	Budget	\$ Over Budget	% of Budget
5311000 · Public Works Shop - Other	0.00	12,900.00	-12,900.00	0.0%
Total 5311000 · Public Works Shop	5,683.45	12,900.00	-7,216.55	44.1%
5312000 · Public Works Mach & Equip				
5312011 · PW Mach & Equip-Wages	9,299.53			
5312023 · PW Mach & Equip-Repair/Supplies	5,049.52			
5312033 · PW Mach & Equip-Fuel	633.39			
5312000 · Public Works Mach & Equip - Other	0.00	36,000.00	-36,000.00	0.0%
Total 5312000 · Public Works Mach & Equip	14,982.44	36,000.00	-21,017.56	41.6%
5331000 · Road Maintenance				
5331011 · Road Maintenance-Wages	623.95			
5331023 · Road Maintenance-Repair/Supply	544.05			
5331033 · Road Maintenance-Fuel	74.33			
5331000 · Road Maintenance - Other	0.00	12,100.00	-12,100.00	0.0%
Total 5331000 · Road Maintenance	1,242.33	12,100.00	-10,857.67	10.3%
5331100 · Curbs & Gutters				
5331111 · Curbs & Gutters-Wages	213.75			
5331100 · Curbs & Gutters - Other	0.00	525.00	-525.00	0.0%
Total 5331100 · Curbs & Gutters	213.75	525.00	-311.25	40.7%
5331200 · Traffic Signs & Markings				
5331211 · Traffic Signs, Markings-Wages	171.00			
5331223 · Traffic Sign & Mark-Repair/Supp	28.77			
5331200 · Traffic Signs & Markings - Other	0.00	2,010.00	-2,010.00	0.0%
Total 5331200 · Traffic Signs & Markings	199.77	2,010.00	-1,810.23	9.9%
5331300 · Bridges & Culverts	0.00	500.00	-500.00	0.0%
5331900 · Snow & Ice Control				
5331911 · Snow & Ice Control-Wages	6,259.73			
5331933 · Snow & Ice Control-Fuel	2,270.33			
5331900 · Snow & Ice Control - Other	0.00	25,000.00	-25,000.00	0.0%
Total 5331900 · Snow & Ice Control	8,530.06	25,000.00	-16,469.94	34.1%
5342022 · Street Lighting	14,391.26	24,000.00	-9,608.74	60.0%
5343100 · Sidewalks				
5343111 · Sidewalks-Wages	24.00			
5343100 · Sidewalks - Other	0.00	500.00	-500.00	0.0%
Total 5343100 · Sidewalks	24.00	500.00	-476.00	4.8%
5344000 · Storm Sewers	0.00	1,750.00	-1,750.00	0.0%
5344100 · Street Cleaning	1,598.45	1,800.00	-201.55	88.8%
5345000 · Parking Lots				
5345011 · Parking Lots-Wages	48.75			
5345000 · Parking Lots - Other	0.00	525.00	-525.00	0.0%
Total 5345000 · Parking Lots	48.75	525.00	-476.25	9.3%
5362000 · Sanitation/Trash				
5362011 · Sanitation/Trash-Wages	3,116.03			
5362021 · Sanitation/Trash-Outside Serv.	31,081.61			
5362000 · Sanitation/Trash - Other	0.00	63,000.00	-63,000.00	0.0%
Total 5362000 · Sanitation/Trash	34,197.64	63,000.00	-28,802.36	54.3%
5363100 · Landfill Monitoring	1,921.70	3,000.00	-1,078.30	64.1%
5363500 · Recycling Center				
5363511 · Recycling Center-Wages	2,167.73			
5363523 · Recycling Center-Markesan	18.44			
5363533 · Recycling Center-Fuel	46.92			
5363500 · Recycling Center - Other	36.53	5,500.00	-5,463.47	0.7%
Total 5363500 · Recycling Center	2,269.62	5,500.00	-3,230.38	41.3%
5363521 · Recycling-Curbside	10,616.25	26,000.00	-15,383.75	40.8%
5363600 · Recycling Center-Mackford	401.37	2,100.00	-1,698.63	19.1%
5363700 · Recycling Center-Manchester	401.40	1,200.00	-798.60	33.5%
5363800 · Recycling Center-Green Lake	776.40	2,100.00	-1,323.60	37.0%
5364000 · Weed Control				
5364011 · Weed Control-Wages	168.00			
5364034 · Weed Control-Supplies	115.00			

City of Markesan

Treasurer's Report Budget vs. Actual

January through June 2020

	Jan - Jun 20	Budget	\$ Over Budget	% of Budget
5364000 · Weed Control - Other	0.00	1,500.00	-1,500.00	0.0%
Total 5364000 · Weed Control	283.00	1,500.00	-1,217.00	18.9%
Total 5300000 · Public Works	100,986.20	228,760.00	-127,773.80	44.1%
5400000 · Health & Human Services				
5490000 · Cemetery				
5491011 · Cemetery-Wages	3,573.62			
5491022 · Cemetery-Utilities	115.56			
5491033 · Cemetery-Fuel	42.47			
5491034 · Cemetery-Supplies	230.14			
5490000 · Cemetery - Other	0.00	8,500.00	-8,500.00	0.0%
Total 5490000 · Cemetery	3,961.79	8,500.00	-4,538.21	46.6%
Total 5400000 · Health & Human Services	3,961.79	8,500.00	-4,538.21	46.6%
5500000 · Culture, Rec & Educ				
5510000 · Library				
5511011 · Library-Wages	948.94			
5511021 · Library-Annual Budget	32,600.00			
5510000 · Library - Other	0.00	65,200.00	-65,200.00	0.0%
Total 5510000 · Library	33,548.94	65,200.00	-31,651.06	51.5%
5520000 · Parks				
5520011 · Parks-Wages	4,518.13			
5520022 · Parks-Utilities	1,007.40			
5520023 · Parks-Repairs/Supplies	1,449.43			
5520033 · Parks-Fuel	102.23			
5520000 · Parks - Other	0.00	16,000.00	-16,000.00	0.0%
Total 5520000 · Parks	7,077.19	16,000.00	-8,922.81	44.2%
5530000 · City Events/Banners				
5530011 · City Events/Banners-Wages	954.90			
5530021 · City Events/Banner-Outside Srvc	323.50			
Total 5530000 · City Events/Banners	1,278.40			
5530100 · Summer Rec Program	2,000.00	2,000.00	0.00	100.0%
5531000 · Events Comm. (Special Events)	5,364.27	5,000.00	364.27	107.3%
Total 5500000 · Culture, Rec & Educ	49,268.80	88,200.00	-38,931.20	55.9%
5600000 · Conservation & Development				
5670000 · Advertising & Promotion	115.00	500.00	-385.00	23.0%
5671000 · Industrial Park Development	113.85			
5671021 · TIF Fees	1,727.27	300.00	1,427.27	575.8%
5690000 · Zoning & Development	0.00	250.00	-250.00	0.0%
5691000 · Mapping	0.00	250.00	-250.00	0.0%
Total 5600000 · Conservation & Development	1,956.12	1,300.00	656.12	150.5%
5900000 · Debt Service				
5912000 · 2018 Bond Issue Princ.				
5912100 · 2018 Bond Issue Fees	0.00	750.00	-750.00	0.0%
5912000 · 2018 Bond Issue Princ. - Other	100,000.00	100,000.00	0.00	100.0%
Total 5912000 · 2018 Bond Issue Princ.	100,000.00	100,750.00	-750.00	99.3%
5916000 · Principal Long-Term Debt	1,567.38			
5926000 · Interest Long Term Debt	356.46	640.15	-283.69	55.7%
5926100 · Principle Long Term Debt	0.00	3,207.53	-3,207.53	0.0%
5926250 · 2018A Bond Issue Interest	19,687.50	38,425.00	-18,737.50	51.2%
5927000 · Patrol Car Principal Loan	2,417.83	4,879.98	-2,462.15	49.5%
5927500 · Patrol Car Interest Loan	469.63	894.94	-425.31	52.5%
Total 5900000 · Debt Service	124,498.80	148,797.60	-24,298.80	83.7%
6000000 · Capital Outlay				
6571400 · Outlay - City Hall	0.00	5,000.00	-5,000.00	0.0%
6571900 · Outlay - General Acctg Admin	0.00	2,500.00	-2,500.00	0.0%
6572200 · Outlay - Fire Department	0.00	8,500.00	-8,500.00	0.0%
6572900 · Outlay - Emergency Govt	0.00	5,000.00	-5,000.00	0.0%
6573240 · Outlay - Machines & Equipment	0.00	20,000.00	-20,000.00	0.0%
6573270 · Outlay - Garages & Sheds	0.00	1,500.00	-1,500.00	0.0%
6573310 · Outlay - Streets	0.00	95,000.00	-95,000.00	0.0%
6573460 · Outlay - Parking Lots	0.00	1,500.00	-1,500.00	0.0%
6574200 · Outlay - Recycling Center	0.00	1,500.00	-1,500.00	0.0%

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Accrual Basis

City of Markesan
Treasurer's Report Budget vs. Actual
 January through June 2020

	Jan - Jun 20	Budget	\$ Over Budget	% of Budget
6575100 - Outlay - Cemetery	0.00	2,000.00	-2,000.00	0.0%
6576100 - Outlay - Library	0.00	800.00	-800.00	0.0%
6576200 - Outlay - Parks	0.00	3,000.00	-3,000.00	0.0%
Total 6000000 - Capital Outlay	0.00	146,300.00	-146,300.00	0.0%
Total Expense	668,754.36	1,478,584.60	-809,830.24	45.2%
Net Ordinary Income	105,149.89	51,517.74	53,632.15	204.1%
Net Income	105,149.89	51,517.74	53,632.15	204.1%

ORDINANCE NO. 260

AN ORDINANCE CREATING SECTION 107.21 OF THE CITY OF MARKESAN MUNICIPAL CODE REGARDING KEEPING OF CHICKENS

The Common Council of the City of Markesan in session duly begun on the 14th day of July, 2020, does hereby create Section 107.21 of the Municipal Code to read as follows:

SECTION 1:

Section 107.21 Keeping of Chickens.

- A. Definitions. As used in this section, the following terms shall have the meanings indicated:

CHICKEN – Shall mean a female hen or pullet.

CHICKEN TRACTOR – A movable chicken coop lacking a floor.

HENHOUSE/COOP – A structure where chickens are kept.

ROOSTER – Shall mean a male domestic fowl older than 3 months.

- B. No person shall keep chickens or establish or maintain any henhouse upon any premises within the City limits without a valid permit approved by the City Clerk or her/his designee.

- C. Permit.

- (1) A permit shall be issued only to the primary owner(s) of record of a single family residence located in a residential district. The property owner/permittee shall reside on the premises regulated by the permit. No chicken may be kept at mobile homes, condominiums, apartment complexes, duplexes, or any other multiple family properties. The propagation of chickens for commercial purposes or for any activity or purpose not related to the personal purpose of the permit holder, including fertilizer production and/or the sale of eggs, shall be prohibited.
- (2) The permit application shall include proof of registration with the Wisconsin Department of Agriculture, Trade and Consumer Protection pursuant to Section 95.51, Wis. Stats.
- (3) The permit application shall include a diagram describing the location of the henhouse in relationship to lot boundaries. The City Clerk or her/his designee shall review the plan with staff before issuing the permit.

- (4) The applicant for a permit must notify all abutting property owners of their intention to keep chickens prior to applying for a permit, and the permit application must certify that all such property owners have been notified. A list of all abutting property owners and their addresses must be included with the permit application.
- (5) All permits shall be issued for a term of one year, commencing with the first day of January of each year and terminating as of 12:00 midnight on the last day of the permit period. Application for permits may be made from January 1 through March 31st of each year without a late fee. A permit that is not renewed shall be considered expired.
- (6) The permit information shall be attached to the henhouse, which shall include a name, permit number and an emergency contact telephone number.
- (7) Permit, late fee and renewal fees shall be paid in accordance with the fee schedule set by resolution of the City Council.
- (8) A permit shall expire at such time as the permittee no longer maintains chickens at the permitted address.
- (9) Inspection. The City shall have the power, whenever it may deem reasonably necessary, to enter a building, structure or property where chickens are kept to ascertain whether the keeper is in compliance with this ordinance.
- (10) Enforcement. Any City officer so designated by the Markesan Common Council may issue compliance orders and citations pursuant to the provisions of this ordinance and state law. A permit may be revoked by the Markesan Common Council for the following reasons:
 - (a) Failure to comply with any of the provisions of this ordinance.
 - (b) Where the keeping of chickens is determined to create a nuisance as defined by Chapter 252 of the Code.
 - (c) Where it is determined that the keeping of chickens is detrimental to the life or health of an adjacent property owner. A written physician's report of a medical condition is proof that it would be detrimental.
 - (d) Failing to notify all adjacent property owners regarding the keeping of chickens.
 - (e) Once revoked, a permit shall not be reissued for a two-year period.

- (11) The City shall revoke a permit to keep chickens in the event that the City has issued two or more violations of this ordinance within a six month period. All chickens, coops and attached enclosures shall be removed by permit holder within seven calendar days of any permit revocation or non-renewal.
- (12) Any applicant whose permit application has been denied or revoked under the provisions of this ordinance shall have the right to appeal said denial to the Common Council.
- (13) Penalties. Any person who violates this ordinance shall be subject to a forfeiture of not less than \$100.00 nor more than \$500.00 for the first violation and not less than \$250.00 and not more than \$750.00 for each subsequent violation. Each day that a violation of this ordinance continues shall be deemed a separate violation. Any chickens found to be the subject of a violation of this ordinance shall be subject to immediate seizure and impoundment and may be removed from the City by City officials in the event that the owner or keeper fails to timely remove the chickens as required in section (11) above or as otherwise requested by the City. In addition to the foregoing penalties, any person who violates this ordinance shall pay all expenses, including shelter, food, handling and veterinary care, necessitated by enforcement of this provision. The City shall have the right to abate the violation and the permit holder shall be responsible for any costs incurred by the City for the removal of the violation. Any costs for the abatement of the violation not paid by the permit holder, said costs shall be assessed against the permit holder's real estate as a special charge.

D. Standards.

- (1) A total of four hens and/or pullets per lot shall be permitted; roosters and crowing hens shall be prohibited.
- (2) The minimum size requirements for a hen house (a hen house is required) is not less than three (3) square feet of space per bird with a maximum henhouse size of (16) square feet total. The hen house must connect to a secure and fully ventilated pen (also required) which contains not less than seven (7) square feet and not greater than (10) square feet per bird. All henhouses and pens shall be enclosed with wire netting or equivalent material that will prevent chickens from escaping. An appropriately sized nesting box (also required) shall be provided at the rate of not less than one box per every two birds. Pens shall be properly sized as will permit full spread of the kept birds(s) wingspan and allow the bird(s) to walk/run.
- (3) Chickens shall be housed within a detached stationary structure used exclusively to keep hens. One henhouse shall be permitted per lot. Temporary and/or moveable devices and structures, including chicken tractors, shall be prohibited.

- (4) All enclosures for the keeping of chickens must provide adequate ventilation as well as sun protection, and be sanitary, insulated, weatherproof and impermeable to rodents, wild birds, and predators, including dogs and cats.
- (5) No chickens may be kept within a principal residence or garage.
- (6) Chicken feed shall be stored in containers which make the feed inaccessible to rodents, vermin, wild birds and other predators.
- (7) No person shall keep chickens in any location on the property other than in the backyard. Hen houses and chicken pens shall not be located closer than 75 feet from the ordinary high water mark of any lake, river, or stream.
- (8) Chickens may not roam free outside of a hen house or enclosed run, or roam off of the permitted property. No dog or cat or other domesticated animal that kills a chicken off of the permitted property will, for that reason alone, be considered a dangerous or aggressive animal.
- (9) The slaughter of chickens shall be prohibited.
- (10) If a chicken appears ill or on occasion of a sudden death, a veterinarian must be consulted. If a disease that would be contagious to humans is diagnosed, recommendations to ensure prevention of transmission of the disease must be followed as recommended by the veterinarian.
- (11) No henhouse or henhouse and outdoor run shall be located within 20 feet of any side and/or rear lot line, and/or be sited to obstruct an existing drainage course or create a drainage problem for the property on which it is situated or for any neighboring property.
- (12) Noise from chickens may not be loud enough at the property boundaries to disturb a person of ordinary sensitivity. The hen house and pen system shall be properly designed, laid out on/over a hard surface and maintained as will provide safe and healthy living conditions for the chickens.
- (13) Enclosures must be kept in a sanitary condition at all times, and exist in a manner that will not disturb the use or enjoyment of neighboring lots due to noise, odor, or other adverse impact.
- (14) The hen house shall be enclosed on all sides and have a roof and doors. Access doors must be able to be shut at night. Opening windows and vents must be covered with predator and bird-proof wire or fence of no more than one inch openings

- (15) Provisions must be made for the routine removal and lawful disposal of chicken manure in order to prevent any adverse effects related to odor or unsanitary conditions.
- (16) Each calendar year there shall not be issued more than five (5) permits pursuant to this Ordinance.

SECTION 2: This ordinance shall be in full force and effect upon passage and publication.

ROLL CALL: Ayes _____ Nays _____ Absent _____ Abstained _____

APPROVED this 14th day of July, 2020.

CITY OF MARKESAN

RICHARD SLATE, Mayor

ATTEST:

ELIZABETH AMEND, Clerk-Treasurer

APPROVED AS TO FORM:

DANIEL D. SONDALLE, City Attorney



Betsy Amend <bamend@markesanwi.gov>

RE: Attend Meeting

1 message

John Leair <John.Leair@advanceddisposal.com>
To: Betsy Amend <bamend@markesanwi.gov>

Mon, Jul 6, 2020 at 8:48 AM

I am trying to get Jason Johnson to one of the meetings...I can't make this Tuesday. Could I come one day and discuss with you.

*John called 7-6-20 and said someone
will be at Council
on July 14th*

From: Betsy Amend [mailto:bamend@markesanwi.gov]
Sent: Thursday, July 2, 2020 1:44 PM
To: John Leair <John.Leair@advanceddisposal.com>
Subject: Attend Meeting

I am doing the agendas for next week's meetings?

Will you or someone be attending as per the City's request?

The meeting is Tuesday, July 7th at 6:30 pm at City Hall or the Council meeting is on Tuesday, July 14th at 7 PM at City Hall.

Please let me know as soon as possible.

Thanks



Betsy Amend

City of Markesan Clerk-Treasurer

920-398-3031

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Call Dennis if cannot reach John LeAir at 920-960-1235

DATE OF MISSED PICK-UP	PROPERTY ADDRESS	TRASH / RECYCLING	NOTES
2/2/2018	150 S Bridge (Pd)	Both	2/5/19 - Spoke to driver, said he will "try" and get a truck over before Friday to pick up both trash & recycling.
	1170 N Margaret	Both	
2/28/2019	1171 N Margaret	broken wheel	called John LeAir, said he would take care of it.
3/4/2019	156 N High	Recycling	3/4/19 - Spoke to John LeAir, he will send driver tomorrow (3/5/19) to get broken cart for 3 months, many phone calls and dates to replace and still not done
3/3/2019	133 North St		Betsy called John LeAir to report problem again
	156 N High		Still not picked up, owner called. Betsy called John LeAir again.
3/5/2019	133 North St	Recycling	Cart still there and broken. Betsy called John LeAir again. Dennis to fix on 3/6.
3/5/2019	156 N High	Recycling	Still not picked up, owner called. Betsy called John LeAir again. Finally got picked up at 1pm.
3/6/2019	133 North St	Dumpsters	Martin called John LeAir bc the dumpsters haven't been emptied, and are overflowing.
3/29/2019	Recycling Center	Trash	Called John LeAir. They drove right past and didn't pick hers up.
3/29/2019	20 E Summit St		Did not pick up bulky trash on North Street again.
4/22/2019	North Street	Bulky Trash	Still not picked up. John will have someone get over there.
4/25/2019	North Street	Bulky Trash	Was not picked up Friday. Betsy Called John LeAir on 4/30 to pick up
4/30/2019	55/75 E Water	Trash	Left John LeAir a message on 6/10/19
6/10/2019	409 S Margaret	Recycling	Spoke w/ John LeAir. Said he would "try" to figure something out.
6/17/2019	1170 N Margaret	Trash	Spoke w/ John LeAir. Said he would "try" to figure something out.
6/17/2019	1142 N Margaret	Trash	John LeAir said they will pick it up on 6/18/19
6/17/2019	North Street	Trash	Recycling was not picked up on 6/7. AD said to put excess next to cart for next pick up.
6/24/2019	284 W John St	Recycling	6/21, they did not pick up excess on the ground. Called John on 6/24/19, he will have it picked up tomorrow.
6/26/2019	284 W John St	Recycling	Still did not pick up recycling, called and left John a message note: These people abuse load level, should get another cart per Martin
8/5/2019	409 S Margaret	Trash	Martin picked up these recyclables himself to dispose of on 6/27/19, was a mixture of recyclables and garbage in bags. Never heard back from John LeAir.
8/26/2019	Alley behind Stubby's	Trash	Did not pick up trash on 8/2/19. Resident stated it can wait until Friday, so did not notify Advanced
8/27/2019	Fire Station	Trash	Did not pick up trash on 8/23/19. Left John a message to try and get within next day or two
9/3/2019	133 North St	Recycling	Did not pick up trash on 8/23/19 at Fire Station, emailed John LeAir to make sure they do it on the next Friday 8/30/19.
9/9/2019	133 North St	Recycling	Left message for John LeAir on 9/3/19, also sending email. Vanden Branden's will leave out to be picked up.
10/14/2019	33 W John St Area	Recycling/trash	Left another message for John LeAir that recycling still sitting by road and not picked up from 8/30.
10/22/2019	649 N Margaret	Recycling	downtown area garbage and recycling not picked up because cars parked in front of carts; called LeAir he is going to take care of it. Says they can't come in early am but the guys should be getting out of truck to move carts. LeAir said it is repeat
11/8/2019	190 S High St	Recycling/trash	Broken cart that was tagged by driver still there after 1 month. Emailed John LeAir to see when it will be repaired. I told owner to leave on terraces.
12/30/2019	Alley behind Slates/Library	Trash	Dropped cans tipped them over when set down in the road and some recyclables dumped out. Resident had to pick all up.
			Garbage was not picked up behind Slates's office on Sat. Dec 28. Called Dennis and he will send truck out on Tuesday Dec 31.
1/4/2020	850 W John St Zanto	Recycling	Zanto came in to remind us to tell Advanced Disposal that they need to go all the way to the end of W Johns St to collect. Missed a couple houses at end. John LeAir was informed.
1/4/2020	284 W John St/Krogulski	Recycling	AD did not pick up recycling. John LeAir and Dennis was informed at AD.
1/4/2020	North Side of East Charles St	Recycling	Jessica French called and said that AD did not pick up any recycling on the north side of E Charles St. John LeAir was informed, he said they would send a truck.
1/4/2020	Jennifer Schwandt/605 W Caroline	Broken Cart	Jennifer called to say she came home to a broken cart after they picked up on 1/4/2020. I called John LeAir to report and he said it would be fixed.
1/4/2020	210 Moorland St	Drove over Curb on Lawn	Police were called about agitated driver. Police report filed.
1/4/2020	155 E Caroline St	Hit car with truck	AD hit a car and did damage to it. Police report filed.
1/14/2020	Alley behind Wilsnack/Stubbys	bulky trash	Rich Slate brought up in public comments that he told City in October that couches not picked up during bulky trash. Our records show no contact from Rich. Martin will dispose of couches.
1/27/2020	235 W Charles	Trash	Driver broke handle on cart. John said would fix by Friday 1/31/20. Resident to make cart visible from road, per John
2/21/2020	Fire Station	Trash	Fire Station garbage did not get picked up. Martin is going to pick up. Advised John LeAir at AD.
3/2/2020	All over City	Recycling	Chief Plifum notified Brenda Henke and Clerk about Advanced Disposal leaving recyclables on street after dumping. When they are dumping in truck, it is lowered too soon and trash is ending up on street instead of in truck. Sent email to John Le/
3/31/2020	All over City	Recycling	Several residents complained of recyclables laying on street after pick-up. Emailed John to get taken care of.
4/6/2020	North St	Trash	Did not pick up. Emailed John on 4/6/20
4/10/2020	City wide/Summit	Recycling	Still recyclables being left in roads after dumping. One resident addressed driver and he was very rude to resident. Emailed John Le Air about issue.
4/20/2020	380 Enterprise Dr	Trash	Did not get picked up the part 2 Fridays.... They will hold on until this Friday. Emailed John.
4/24/2020	All over City	Recycling	Emailed John. See pics in Garbage folder dated 4/24/20.
4/27/2020	250 N Bridge St	Recycling	Broken wheel from truck dropping cart. Emailed John LeAir
5/21/2020	500 Sunrise Ln	Trash	Broken wheel from truck dropping cart. Emailed John LeAir
7/3/2020	All of W Vista Blvd	Trash	No garbage was picked up on W Vista Blvd. Betsy called Jason at AD and he said they would get a truck out that day. Monday.
7/9/2020	Police Report-all over city	Trash/Recycling	Driver was dropping cans and also put can back in front of a truck instead of behind where he picked it up. Police report filed.
7/13/2020	159 W John St	Trash/Recycling	both garbage and recycling has been missed for 2 weeks-emailed and called John at AD. Our PW dept. went and picked up recyclables, 4 bags
7/13/2020	All Hollander St	Recycling	all residents on Hollander Street recycling did not get picked up, emailed John LeAir at AD
7/17/2020	Sunrise, Hollander, W John and W Vista	Trash/Recycling	As of 7/7/2020 still garbage and recycling left and not picked up after emailing and calling AD
			5 Recycling on Sunrise, 1 recycling on Hollander, both on 159 W John St. 8 garbage on W Vista

07/06/20
07:17

Markesan Police Department
Officer Report

4060
Page: 2

On July 3, 2020, I, Sergeant Cody McLean was on routine patrol and was witnesses numerous not illegal but definitely unusual and unnecessary behavior by the garbage collection drivers.

One I witnessed a driver that clearly could get to a garbage can grab the can and dump it in the truck. Instead of setting it back where he got it from he decided to drive forward and set the can in front of a truck that the driver must of thought was in his way. Pictures attached to show that he clearly had enough room to grab can dump it and put it back where he got it from. I want to note that as you can see in the pictures this can was then even further away from the house and the individual is a retired man that does not need to walk half way down the block to retrieve his can and the truck that was supposedly in the drivers way was not even the homeowners truck.

Second I witnessed more can than I can count tipped over. So I watched the garbage truck driver a couple times to see why they are all tipped over. Instead of setting them back down he was dropping the cans a good height which was causing all of them to bounce off the ground and tip over instead of setting the cans back down. One of the cans I noticed had a wheel that was laying on the ground. A couple of the tipped over cans are attached to this report but not all of them.

Third I witnessed numerous areas that there was a bunch of garbage all over the ground. Pictures are attached. I did end up cleaning it up to keep it from blowing all over but it was numerous areas where there was a ton of garbage on the ground.

I just want to re-emphasize that there were more than attached pictures of garbage and tipped over cans throughout the city. Also, the truck that was supposedly in the drivers way was definitely not considering he could clearly grab the can to then place it in front of the truck. I did witness this encounter myself. Also, most of the bins that were tipped over were the blue topped bins and the garbage on the ground was the blue topped bins aka recycleables.

End of Report

Sergeant Cody McLean #32
Markesan Police Department

Responsible LEO:

Approved by:

Date

07/06/20
07:17

Markesan Police Department
Officer Report

4060
Page: 1

Incident Number: 20MPD0475

Nature: Information

Case Numbers:

Addr: CITY OF MARKESAN Area: CMK CITY OF MARKESAN
City: MARKESAN St: WI Zip: 53946 Contact:

Complainant: 9234

Lst: MARKESAN POLICE DEPARTMENT Fst: Mid:
DOB: **/**/SSN: - - Adr: 150 S BRIDGE ST PO BOX 352
Rac: Sx: Tel: (920)398-2121 Cty: MARKESAN St: WI Zip: 53946

Reported:

Observed:

Offense

Codes: INFO Information

Circumstances:

Responding Officers: CMclean 32
Rspnsbl Officer: CMCLEAN Agency: MPD
Received By: CMclean Last RadLog: **:**:** **/**/SSN:
How Received: T Telephone Clearance: X Closed by Records
When Reported: 12:52:59 07/03/20 Disposition: CLO Disp Date: 07/03/20
Occurrd between: 12:52:59 07/03/20 Judicial Sts:
and: 12:52:59 07/03/20 Misc Entry:

Modus Operandi:

Factor	Description	Method
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INVOLVEMENTS:

Date	Description	Relationship
07/03/20	MARKESAN POLICE DEPARTMENT,	Complainant









Betsy Amend <bamend@markesanwi.gov>

Garbage on the Streets

1 message

William Pflum <wpflum@markesanwi.gov>

Fri, Feb 28, 2020 at 1:07 PM

To: Betsy Amend <bamend@markesanwi.gov>, Brenda Henke <bjhenke@charter.net>

Betsy and Brenda,

I believe garbage/recycle pick up falls under Public Property so I wanted to CC you in Brenda. On recycle pick up days, it is ridiculous all the recycle material that is left on the roads.

It occurs after the truck "dumps" the can and sits it back down, items are still falling out when they are sitting it back down or something because the picture attached shows just one of MANY occasions that this happens each day of pick up.

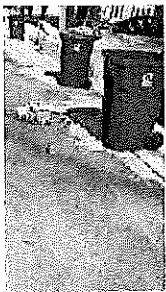
This debris ends up blowing all over the roadways and into yards, sewer drains, etc. I try and go around and pick up as much as I can but I simply can't begin to keep up with what is being left behind.

I just wanted to give you a heads up on what I am seeing out here on Fridays of recyclable pick up.

Thanks for your time.

--

Will Pflum
Chief of Police
Markesan Police Department



IMG_7263.PNG
1419K

U.S. Cellular

9:05 AM

24%

Done

5 of 7



U.S. Cellular

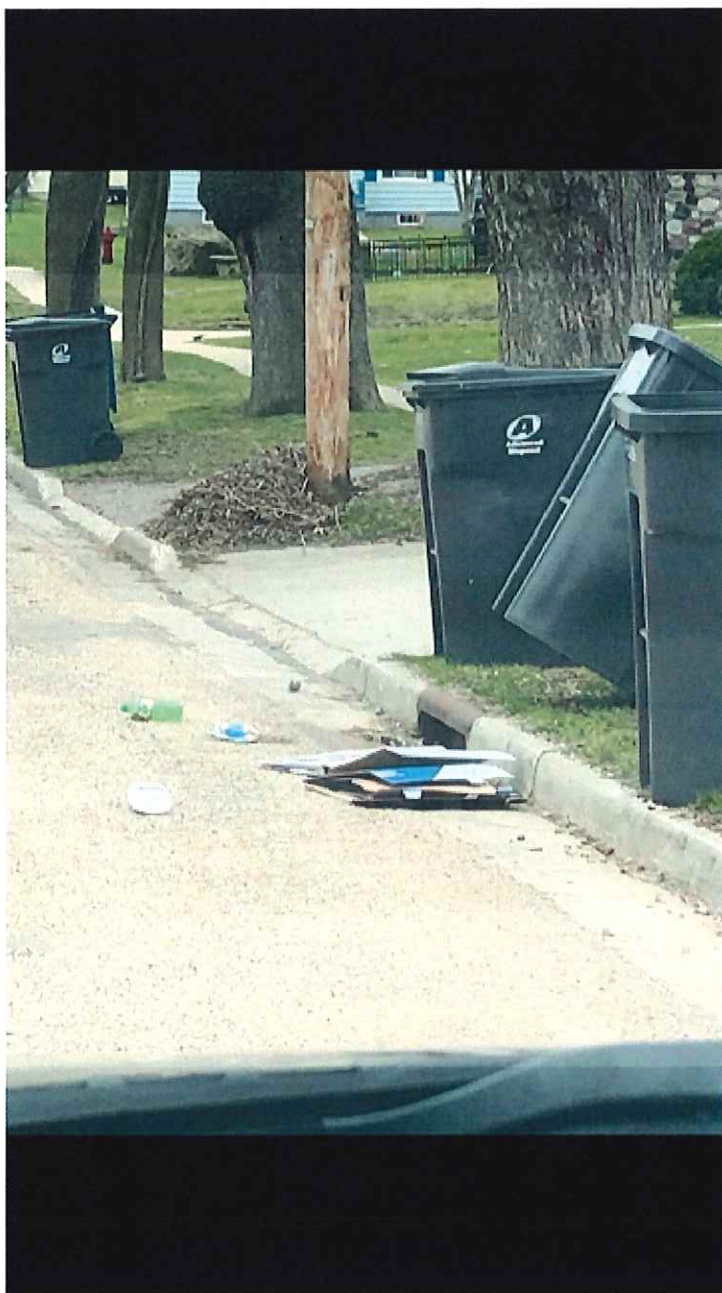
9:05 AM

24%

Done

4 of 7







Done

6 of 7





ADVANCED DISPOSAL CONTRACT

AGREEMENT FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION SERVICES

THIS AGREEMENT FOR RESIDENTIAL SOLID WASTE COLLECTION SERVICES (this "Agreement") made and entered into on the 1st day of October, 2018, (the "Effective Date") by and between the City of Markesan, a political subdivision of the State of Wisconsin and, by and through its City Council ("City") and Advanced Disposal Services Solid Waste Midwest, LLC, a Wisconsin limited liability company ("Contractor").

WHEREAS, the City deems it necessary to protect the public health of its citizens by contracting with a private company for the removal of solid waste, recyclables, yard trash and bulky waste generated by residents within the City and that such action is a valid exercise of powers of the City; and

WHEREAS, in connection therewith, the City prepared and issued that certain Request for Proposals for Residential Solid Waste, Recyclables, and Bulky Waste Collection Services dated July 11, 2018 No: _____, and all addendums thereto (the "RFP"); and

WHEREAS, in response to the RFP, the Contractor submitted a proposal to City (the "Proposal") and such Proposal has been accepted by the City; and

WHEREAS, City and Contractor are desirous of entering into this Agreement, under the terms of which, Contractor shall have an exclusive Agreement for a specified period of time for the provision of the services contemplated by this Agreement; and

WHEREAS, the City has conducted an investigation and has determined that the Contractor and its affiliates have a proven excellent reputation for providing the types of services required under this Agreement and that the Contractor has access to significant capital resources that would be available to fund the fulfillment of its responsibilities under this Agreement, all of which should greatly benefit City; and

WHEREAS, the City has determined that Contractor has expended substantial capital to acquire this Agreement and will expend significant additional amounts of capital during the term of this Agreement to fulfill its responsibilities in providing high quality solid waste collection, transportation and disposal services to City residents, all of which should greatly benefit City; and

WHEREAS, City and Contractor have agreed to the conditions, terms, rates, provisions and considerations under which Contractor shall perform such solid waste, recyclables, yard waste and bulky waste collection, transportation and disposal services as herein set out, and for the compensation as hereinafter provided and the City has deemed it to be in the best interest of the City and the residents of the City to enter into this Agreement upon such terms and conditions set forth herein in order to ensure high quality services by the Contractor to the residents of the City; and

WHEREAS, City agrees to pay for the Services to be provided by Contractor as set forth herein.

NOW THEREFORE, in consideration for the mutual promises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

Section 1.0 - Definitions

For purposes of this Agreement, the following terms shall be defined as follows.

1.1 "Agreement" has the meaning set forth in the first paragraph above, and includes all Schedules and Exhibits attached hereto.

1.2 "Biomedical Waste" means any solid or liquid waste which may present a threat of infection to humans, including nonliquid tissue, body parts, blood, blood products, and body fluids from humans and other primates; laboratory and veterinary wastes which contain human disease-causing agents; and discarded sharps. This definition also includes: used, absorbent materials saturated with blood, blood products, body fluids, or excretions or secretions contaminated with visible blood; absorbent materials saturated with blood or blood products that have dried; and non-absorbent, disposable devices that have been contaminated with blood, body fluids or secretions or excretions visibly contaminated with blood, but have not been treated by an approved method.

1.3 "Bulky Waste" means discarded items that are larger than three (3) feet in any dimension, and/or heavier than fifty (50) pounds in weight, and/or otherwise will not fit within an empty Cart, thus too large or too bulky to be collected by Contractor as contemplated by this Agreement, including but not limited to items such as mattresses and box springs, indoor/outdoor furniture, swing sets, large toys, bicycles, fish aquariums, sofas, chairs, tables, carpets, and other similar items.

1.4 "C&D Materials" means discarded materials generally considered to be not water soluble and non-hazardous in nature, including but not limited to steel, glass, brick, concrete, asphalt material, pipe, gypsum wallboard, and lumber, from the construction or destruction of a structure as part of a construction or demolition project or from the renovation of a structure, including such debris from construction of structures at a site remote from the construction or demolition project site. The term includes clean cardboard, paper, plastic, wood, and metal scraps from a construction project; except as provided in by applicable laws, unpainted, non-treated wood scraps from facilities manufacturing materials used for construction of structures or their components and unpainted, non-treated wood pallets provided the wood scraps and pallets are separated from other solid waste where generated and the generator of such wood scraps or pallets implements reasonable practices of the generating industry to minimize the commingling of wood scraps or pallets with other solid waste; and de minimis amounts of other non-hazardous wastes that are generated at construction or demolition projects, provided such amounts are consistent with best management practices of the construction and demolition industries. Mixing of construction and demolition debris with other types of solid waste will cause it to be classified as other than construction and demolition debris. This material is not included as part of Bulky Waste collection.

1.5 "Cart" means a rollout receptacle for Residential Solid Waste or Recyclables with a capacity of 95 gallons, constructed of plastic and metal, having handles of adequate strength for lifting, and having a tight fitting lid.

1.6 "City" means the City of Markesan which shall include, for purposes of this Agreement, the incorporated area of the City and the areas outside the corporate bounds of the City and receiving City service(s).

1.7 "Contractor" has the meaning set forth in the first paragraph above.

1.8 "Curbside" means the location that is within at least four (4) feet of the curb, paved surface of the public road, closest accessible public right-of-way, or other such location designated by the Contractor that will provide a safe and efficient accessibility to the Contractor's personnel and vehicles for the placement of Carts, Bulky Waste and White Goods for collection pursuant to the terms of this Agreement. For purposes of this Agreement, public road or public right-of-way means a road owned and maintained by the City or special district, or a road on private property for which an easement has been granted to the public and such road is constructed and maintained to a standard whereby access is available by the Contractor's vehicles.

1.9 "Customer" means the owner and/or occupant of a Residential Premises.

1.10 "Disabled Person" means the owner of the Residential Premises who is disabled to the extent that he or she is incapable of placing his or her Cart at the Curbside location for collection by the Contractor and otherwise complies with the provisions of Section 3.3 below. Disabled Person shall include an owner of a Residential Premises with a temporary disability not to exceed 90 days.

1.11 "Force Majeure" means any act, event, or condition having a direct material adverse effect on Contractor's ability to perform any obligation, agreement or covenant under this Agreement, including without limitation, Contractor's ability to collect, transport or dispose of Residential Solid Waste, Recyclables, or Bulky Waste if such act, event, or condition is beyond Contractor's reasonable control. Such acts, events, or conditions shall include, but shall not be limited to, the following: (a) an act of God, lightning, earthquake, fire, severe weather conditions, epidemic, land-slide, drought, hurricane, tornado, storm, explosion, partial or entire failure of utilities, flood, nuclear radiation, act of a public enemy, war, blockade, insurrection, riot or civil disturbance, labor strike or interruption, extortion, sabotage, or similar occurrence or any exercise of the power of eminent domain, condemnation, or other taking by the act of any governmental body on behalf of any public, quasi-public, or private entity; or (b) the order, judgment, action, or determination of any federal, state, or local court, administrative agency, or governmental body (excepting decision interpreting federal, state, and local tax laws), which adversely affects: (i) the ability of Contractor to perform the services contemplated hereunder; (ii) the right or ability of the Contractor to dispose of the Residential Solid Waste or (iii) the suspension, termination, interruption, denial, or failure or renewal or issuance of any permit, license, consent, authorization, or approval necessary to for Contractor to perform the services contemplated hereunder.

1.12 "Garbage" means all kitchen and table food waste, animal or vegetative waste that is attendant with or results from the storage, preparation, cooking or handling of food materials.

1.13 "Hazardous Waste" means any and all (a) hazardous substances, pollutants, and contaminants, as defined by the Comprehensive Environmental Response, Compensation and Liability

Act of 1980, as amended, solid or hazardous wastes, as defined by the Resource Conservation and Recovery Act, as amended, hazardous materials, as defined by the Hazardous Materials Transportation Act, as amended, toxic substances, as defined by the Toxic Substances Control Act, as amended, toxic chemicals or extremely hazardous substances, as defined by the Emergency Planning and Community Right-To-Know Act, as amended, hazardous air pollutants, as defined by the Clean Air Act, as amended, and hazardous substances, as defined by the Clean Water Act, as amended; (b) any other toxins, chemicals, wastes, substances, or materials which pose an unreasonable risk to human health or the environment, or which are regulated under any applicable federal, state, or local laws rules, or regulations, or any other material which any governmental agency or unit having appropriate jurisdiction shall determine from time to time is harmful, toxic, or dangerous, or otherwise ineligible for disposal at the intended disposal site utilized by Contractor; (c) any material that requires other than normal handling, storage, management, transfer or disposal; or (d) any other material that may present a substantial endangerment to public health or safety, may cause applicable air quality or water standards to be violated by the normal operation of the disposal site to be utilized by the Contractor, or because of its size, durability or composition cannot be disposed of at such disposal site or has a reasonable possibility of otherwise adversely affecting the operation or useful life of such disposal site.

1.14 "Non-Curbide Services" has the meaning set forth in Section 3.3.

1.15 "Recyclables" shall mean the following materials: aluminum containers; bi-metal containers (i.e., containers made from a combination of steel and aluminum); corrugated cardboard or other containerboard; glass containers; magazines and other materials printed on similar paper; newspaper and other materials printed on newsprint; office paper; plastic containers #1 and #1 (e.g., milk jugs, laundry detergent bottles, soda and water bottles); and steel containers (tin cans). Recyclables specifically does not include and Customers shall not dispose of any of the following: electronics; lead acid batteries; major appliances; used oil filters; waste oil and waste tires.

1.16 "Residential Premises" means a dwelling within the City occupied by a person or group of persons, including single family homes, duplexes, triplexes, quadraplexes, and mobile homes whether such mobile homes are registered as vehicles or assessed as real property.

1.17 "Residential Solid Waste" means all Garbage and Rubbish generated by a Residential Premises, excluding automobile parts, tires, C&D Materials, Recyclables, Yard Trash, Bulky Waste, White Goods, Hazardous Waste, or any Unacceptable Waste or materials as determined by the Contractor.

1.18 "Rubbish" means non-putrescible solid waste consisting of paper, rags, cardboard, cartons, wood, rubber, plastics, glass, crockery, metal cans or other such waste.

1.19 "Services" has the meaning set forth below in Section 2.2.

1.20 "Special Waste" means solid wastes that can require special handling and management, including but not limited to, white goods, waste tires, used oil, lead-acid batteries, construction and demolition debris, ash residue, yard trash, biological wastes, and mercury-containing devices and lamps.

1.21 "Term" has the meaning set forth below in Section 2.4.

1.22 "Unacceptable Waste" means (a) waste and materials that are not part of the Services contemplated hereunder as determined by Contractor, (b) Yard Trash, Hazardous Waste, Biomedical Waste, Special Waste, fluorescent lights, automotive batteries, paints, paint solvents, unemptied aerosol cans, compressed gas cylinders, large engine parts, small engines containing oils or fuels, chemicals, large glass panes, large tree debris, stumps, ammunition of any type, dead animals larger than 10 lbs, and firearms, (c) waste of which the acceptance and handling by Contractor would cause a violation of any permit condition, legal or regulatory requirement, substantial damage to Contractor's vehicles, equipment or facilities, or present a substantial danger to the health or safety of the public or Contractor's employees, and (d) waste which is or may be prohibited from disposal at the applicable disposal site by local, federal or state law, regulation, rule, code, ordinance, order, permit or permit condition.

1.23 "White Goods" means inoperative and discarded refrigerators, ranges, washers, water heaters, freezers, and other similar domestic and commercial large appliances.

1.24 "Yard Trash" means vegetative matter resulting from landscaping maintenance or land clearing operations at Residential Premises and includes materials such as tree and shrub trimmings, grass clippings, trees and tree stumps.

Section 2.0 – Scope of Agreement

2.1 Recitals; Conflict. The parties hereto acknowledge and agree that the "whereas" recitals set forth above are true and correct and are hereby incorporated herein by this reference. The parties further acknowledge and agree that in the event of any conflict between this Agreement and the RFP, the Proposal, or any other documents submitted by or to the City and Contractor, this Agreement shall prevail and control.

2.2 Scope The work under this Agreement shall consist of the collection of Residential Solid Waste, Recyclables and Bulky Waste by Contractor from the Residential Premises from the Residential Premises, located in the City (collectively, the "Services"). In the performance of the Services, Contractor shall also provide the supervision, materials, and equipment necessary to complete the Services in accordance with the terms of this Agreement. Collection of Residential Solid Waste, Recyclables, Bulky Waste by Contractor shall be mandatory for all Residential Premises in the City, and all such Residential Premises shall be required by the City to use the Services to be provided by Contractor pursuant to this Agreement. The scope of the Services to be provided by Contractor hereunder shall not be amended or modified without the mutual consent of the parties hereto.

2.3 Exclusivity During the term of this Agreement, Contractor shall provide the Services and in accordance with the terms of this Agreement, and shall have the sole and exclusive right to provide the Services throughout the City. The City hereby grants, and the Contractor hereby accepts, the sole and exclusive Agreement, license and privilege to provide the Services during the Term of this Agreement and all renewal terms thereto. All such rights shall be exclusive to the Contractor and no other person or entity except the Contractor may offer or provide the Services as contemplated hereby. The City further agrees that so long as Contractor is not in default hereunder, it will not enter into any

agreement or understanding with any other person or entity for performance of the Services contemplated hereby during the Term hereof.

2.4 Term The term of this Agreement shall be for the period beginning on October 1, 2018, and expiring on December 31, 2023 (the "Initial Term"). By mutual agreement of both parties, this Agreement may be extended for periods not to exceed two (2) years. In the event the City or Contractor elects to extend the Agreement beyond its termination, the City or Contractor shall, on or before December 31 of the preceding year, submit a written proposal of terms and conditions for the continuation of the Agreement ("Continuation Proposal"). This Continuation Proposal may set forth different alternatives, but shall specify the nature of the service required and the term of the proposed service. Upon receipt of the Continuation Proposal, the City shall have sixty (60) days in which to make its determination as to whether to accept or reject the Continuation Proposal. During this period of time, the Contractor and City agree to negotiate in good faith for the purpose of continuing this Agreement.

Section 3.0 – Contractor Responsibilities

3.1 Services Provided

3.1.1 Residential Solid Waste Contractor shall collect Residential Solid Waste that is timely placed in a Cart from each Residential Premises one (1) time per week at Curbside. The Customer located at the Residential Premises shall place only bagged Residential Solid Waste in the Cart designated for Residential Solid Waste and shall place the Cart at Curbside by 7:00 am on the designated collection day. Contractor shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect any such Residential Solid Waste from any Residential Premises because such Residential Solid Waste was not timely placed in a Cart at Curbside in accordance with this Agreement. Contractor shall not be responsible for collection of any Residential Solid waste not properly and timely placed in a Cart in the proper location at Curbside at the designated time and on the designated date, and has the right to refuse to collect all Unacceptable Waste.

3.1.2 Recyclables. Contractor shall collect Recyclables that are timely placed in a Cart from each Residential Premises on a bi-weekly basis, the same days as Residential Solid Waste Collection at Curbside. The Customer located at the Residential Premises shall place Recyclables in the Cart designated for Recyclables and shall place the Cart at Curbside by 7:00 a.m. on the designated collection day. Contractor shall not be responsible for collection of Recyclables and shall not be deemed to be in default in any manner of this Agreement in the event Contractor fails or refuses to collect Recyclables from any Residential Premises because the Recyclables were not timely or properly placed in a Cart in the proper location at Curbside in accordance with this Agreement or if the Recyclables contain Unacceptable Waste.

3.1.2 Bulky Waste Contractor shall collect Bulky Waste from the Residential Premises that generated such Bulky Waste, on a bi-annual basis, which date shall be mutually agreed upon by the City and Contractor. Bulky Waste shall be collected at curbside. White goods are not eligible for collection as Bulky Waste.

3.1.3. Disposal of Waste Contractor may deliver all Residential Solid Waste, Recyclables, and Bulky Waste collected by Contractor to a disposal or other processing facility as determined by the Contractor in its sole discretion.

3.1.4 City-Owned Facilities Contractor shall provide collection services at the following City-owned facilities without additional charges to the City:

Police Station	(1) Trash Cart and (1) Recycling Cart
City Hall	(1) Trash Cart and (1) Recycling Cart
City Garage	(1) Trash Cart and (1) Recycling Cart
Library	(1) Trash Cart and (1) Recycling Cart
Fire Station	(1) Trash Cart and (1) Recycling Cart
Soldier's & Sailor's Park	(2) Trash Cart and (2) Recycling Cart
Hein Park	(2) Trash Cart and (1) Recycling Cart
City Hall	(1) 4yd trash container, (1) 2yd recycling container
Waste Water Treatment Plant	(1) 4yd trash container, (1) 2yd recycling container

3.2 Carts

Contractor shall furnish the Carts for every Residential Premises receiving the Services as contemplated by this Agreement. It shall be the responsibility of the Residential Premises to properly use and safeguard the Contractor's Carts. Contractor shall maintain the Carts in reasonably good condition, normal wear and tear excepted. Each Customer has the care, custody and control of any Cart furnished by Contractor and such Customer shall have the sole responsibility, and shall be liable, for all loss and damage, normal wear and tear excepted, to such Cart and for the cleanliness and safekeeping of such Cart. Contractor shall have the right to charge Residential Premises for the cost of repair or replacement of Carts, including delivery fees, if such repair or replacement is required as a result of abuse, misuse or damage, fire, or theft. The cost for replacement of any cart, including delivery, is \$65. Customers may request one or more additional Carts from Contractor for an additional volume of collection Services. Contractor shall receive payment from the Residential Unit for the additional Service to be provided to such Customer, as if such additional Service constituted an additional Residential Premises, at the then applicable rate of compensation payable to Contractor as contemplated by this Agreement.

3.3 Non-Curbside Service for Disabled Persons

Contractor shall provide back/side-door Residential Solid Waste collection services ("Non-Curbside Service") to Disabled Persons as identified by the City who are physically unable to place the Cart at Curbside for collection by Contractor at the designated time and date contemplated by this Agreement. In no case will the quantity of persons receiving Non-Curbside Services exceed two percent (2%) of the total Residential Premises located in the City. Contractor shall provide Non-Curbside Service at no additional charge than the Service Fees then in effect for those residents not physically able to take Carts to Curbside, provided however, that such exemption will be granted only if there is no other occupant of the Residential Premises physically capable of placing the Cart at Curbside. Prior to Contractor being required to provide such Non-Curbside Service to any person, any such person requesting Non-Curbside Service

must obtain a physician's certificate certifying such disability and provide the physician's certificate to the Contractor. In no event will Non-Curbside Service be provided at a distance of more than 150 feet from the public roadway. Non-Curbside Services are not available for the collection of Bulky Waste or White Goods and shall only be provided to Disabled Persons at Residential Premises.

3.4 Location of Carts for Collection

Carts shall be placed at Curbside for collection service as described herein. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Carts shall be placed as close as practicable to an access point for the Contractor's collection vehicle that permits access by Contractor's collection vehicle to the Carts without endangering Contractor's employees or equipment. Contractor shall decline to collect any Residential Solid Waste or Recyclables not placed in the Cart in accordance with this Agreement.

3.5 Hours and Days of Operation; Holidays

3.5.1 Collection Services under this Agreement shall not start before 7:00am nor continue after 7:00pm each day and no collection shall take place on any Sunday.

3.5.2 The following shall be holidays for the purpose of this Agreement (each a "Holiday"):

New Years' Day
Memorial Day
July 4th
Labor Day
Thanksgiving Day
Christmas Day

Residential Solid Waste and Recyclable collections shall be delayed until the next service day when the normally scheduled collection day falls on the holiday, or the Holiday is in the same week preceding the normally scheduled collection day. For example, if the normally scheduled collection day is on Friday, during the week of Memorial Day Monday the Friday collections will be performed on Saturday. The Contractor will not be allowed to perform collection Services on Sunday during a Holiday Week without authorization from the City. The Contractor shall be responsible for properly publicizing any changes in collection schedules due to observance of Holidays or for other reasons.

3.6 Routes of Collection

Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes with the days of pick-up to the City for its approval, which approval shall not be unreasonably withheld. The Contractor may from time-to-time propose to

City for approval changes in routes or days of collection, which approval shall not be unreasonably withheld. The collection day for the City of Markesan shall be Friday.

3.7 Complaints: Missed Collections

3.7.1 Contractor shall furnish the City instructions for contacting the Contractor in the event of Customer complaints. Contractor shall also furnish each Residential Premises with instructions for contacting Contractor by local telephone for information or for service complaints. All complaints made to Contractor shall be given prompt and courteous attention.

3.7.2 In the case of alleged missed scheduled collections (a "Missed Collection"), Contractor shall investigate and advise the City how it will address the issue within twenty-four (24) hours after the complaint is received. Contractor will be responsible for receiving all reports of Missed Collections from Residential Premises and rectifying the Missed Collection with the Customer located at the Residential Premises. In the event the Missed Collection was due solely to the fault of the Contractor and such Missed Collection was not due to an event of Force Majeure or any action or inaction by the City or the Customer, Contractor shall collect the Residential Solid Waste, Recyclables, Bulky Waste or White Goods and Yard Trash from such Residential Premises within one day of receipt of the complaint, except if Missed Collection deadline falls on a Saturday or a Sunday. In the event the Missed Collection was due to any act or failure to act by the Customer and/or the City or its employees, agents or representatives, Contractor shall have the right to charge, and the City agrees to pay, the Service Fees for the additional pickup by Contractor.

3.8 Collection Equipment and Personnel

3.8.1 The Contractor shall provide an adequate number of vehicles and personnel for regular collection Services. All collection vehicles and other equipment shall be kept in good repair, normal wear and tear excepted. Each collection vehicle shall have clearly visible on each side the identity and telephone number of the Contractor. All Residential Solid Waste and Recyclables hauled by the Contractor shall be so contained, tied, covered, or enclosed such that leaking, spilling, or blowing are prevented.

3.8.2 The Contractor shall assign a qualified person or persons to be in charge of its performance of this Agreement. The Contractor's employees performing the Services contemplated hereunder shall wear a uniform or shirt bearing the Contractor's name. Each employee of Contractor who drives a vehicle pursuant to his or her duties in the performance of this Agreement shall, at all times, carry a valid Wisconsin driver's license for the type of vehicle he or she is driving. The Contractor shall provide operating and safety training for all personnel.

3.9 Access

The Contractor shall be required to provide the collection Services described herein to all Residential Premises located on publicly-owned roadways accessible to standard solid waste collection vehicles. The City shall maintain all publicly-owned roads and bridges in a condition that affords safe access by Contractor's standard solid waste collection vehicles. The City shall

require occupants of Residential Premises to place Carts at Curbside for collection in accordance with the terms and conditions of this Agreement. The City shall require the Customer located at the Residential Premises not accessible to standard solid waste collection vehicles to place Carts at an accessible location on a publicly-owned roadway as determined by the Contractor. If the Cart, or any Bulky Waste, White Goods or Yard Trash to be collected pursuant to this Agreement, is blocked in any way so as to prohibit collection, Contractor shall have the right to charge, and the City agrees to pay, for an additional pick-up as contemplated by Section 3.7.2. Contractor shall not be liable in any way, and shall not be deemed to be in breach of this Agreement, for the failure to collect any materials in the event Contractor did not have or was denied access to the Residential Premises or to the Customer's Cart and other materials to be collected as provided hereunder.

3.10 Office

The Contractor shall maintain an office or such other facilities through which it can be contacted. It shall be equipped with sufficient local service telephones and shall have a person to answer such telephones from 7:30 a.m. to 4:30 p.m. daily Monday through Friday.

3.11 Natural Disasters

In the event of a hurricane, tornado, major storm or other natural disaster, the Contractor's sole responsibility shall be to reestablish regular routes and schedules for the Services as soon after the natural disaster as possible. The collection of Residential Solid Waste, Recyclables, Bulky Waste, White Goods and Yard Trash shall be the highest priority. The collection of debris generated by a natural disaster shall not be the responsibility of the Contractor. Under a separate agreement, the City shall procure collection services for debris generated by a natural disaster. The Contractor agrees to provide reasonable cooperation, at no additional cost to the Contractor unless agreed to by the parties, with the City and the person or entity collecting the debris in the aftermath of a natural disaster in an effort to return the City to its pre-disaster state. The Contractor shall resume its performance of Services as soon as commercially practicable after such storm or disaster.

3.12 Compliance With Law; Permits

The Contractor shall comply with all applicable local, state and federal laws, rules, regulations, ordinances and statutes in the performance of this Agreement; provided, however that this Agreement shall govern the obligations of the Contractor where there exists conflicting ordinances of the City on the subject, and the City agrees to waive the requirements of such ordinances in the event of such a conflict. In the event that the collection or disposal of any solid waste hereunder shall become restricted or prohibited by any such applicable law, ordinance, statute, rule or regulation, such type of waste shall be eliminated from the requirements and provisions of this Agreement. Contractor shall obtain all applicable permits, licenses and other approvals necessary to perform the Services.

3.13 Delinquent and Closed Accounts

The Contractor shall discontinue the Services at any Residential Premises if directed to do so, in writing, by the City. Upon further written notification by the City, the Contractor shall resume the Services contemplated hereunder on the next regularly scheduled collection day.

Section 4.0 – City Responsibilities

4.1 Service Referrals

The City will be responsible for referring to Contractor any service requests by the Customers and/or complaints of which the City becomes aware that are not reported directly to the Contractor.

4.2 Compliance With law

The City shall comply with all applicable local, state and federal laws, rules, regulations, ordinances, consents, judgments and statutes in the performance of this Agreement.

Section 5.0 – Compensation

5.1 Fees and Payment

5.1.1 Beginning on the Effective Date, for and in consideration of the Services to be performed in accordance with this Agreement, the City will pay the Contractor the Service Fees set forth on Exhibit A attached hereto and incorporated herein, as may be adjusted pursuant to the terms of this Agreement (the "Service Fees"). The City shall pay the Service Fees to Contractor with terms of Net 30 days.

5.1.2. The Contractor shall be entitled to payment for Services rendered irrespective of whether or not the City collects amounts owed from the Residential Premises. For purposes of calculating the amount of the Service Fees to be paid to the Contractor, the number of Residential Units shall be based the City's current tax records for the applicable calendar month; provided however that if either party disputes the accuracy of the tax records as a basis for the number of Residential Units within the City then a physical unit count conducted jointly between the City and the Contractor shall prevail and apply prospectively after such a count has been conducted.

5.2 Other Service Fee Adjustments

In addition to the adjustments to the Service fees set forth in Exhibit A, the Service Fees shall also be adjusted to compensate Contractor due to increases, if any, in the Contractor's costs of disposal of the solid waste collected by Contractor in connection with the Services, including without limitation, due to any increases in transportation cost due to changes in location of the final disposal facility accepting such solid waste. The City agrees that Contractor may also increase rates from time to time, to adjust for increases in operational costs or expenses incurred by Contractor: (a) as a result of a "Change In Law," whether imposed retroactively or prospectively. A Change In Law means any amendment to, or promulgation of any federal, state,

City, or local statute, regulation, or ordinance after the date of this Agreement that imposes, changes, modifies, and/or alters requirements upon: (i) performing the Services; (ii) the operation of the applicable disposal facility accepting the solid waste collected pursuant to this Agreement; or (iii) the disposal of Residential Solid Waste, Yard Trash, Bulky Waste and/or White Goods or the processing of Recyclables, or which statute, regulation, or ordinance requires the Contractor to seek either an amendment or modification to, or reissuance of any required permits, licenses, certificates of public convenience and necessity, approval or authorization issued by any governmental body entitling the Contractor to perform the Services; (b) due to any new or additional Fees and Taxes imposed after the date hereof. Fees and Taxes means any federal, state, local or other taxes, assessments, fees, host charges, surcharges, or similar charges directly or indirectly related to the Collection Services which are imposed on the Contractor by law, ordinance or regulation and/or agreement with a governmental body, whether imposed retroactively or prospectively; and (c) a result of an event of Force Majeure that materially and adversely affects the cost of collection, transportation or disposal of solid waste by Contractor. In addition to the foregoing, the Contractor shall be permitted to charge for Non-Curbside Collection if, during the preceding period, the number of Service Units qualifying for such Collection reached two percent (2%) of Residential Premises.

Section 6.0 - Indemnity

The Contractor will indemnify, defend and hold harmless the City, its officers, agents, and employees (the "City Parties") from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, including reasonable attorney's fees ("Damages"), arising out of the negligent act or failure to act of the Contractor its officers, agents, and employees in the Contractor's performance of this Agreement; provided however, nothing herein shall require Contractor to indemnify, defend or hold the City Parties harmless from any such Damages that result from, are due to or arise in connection with the acts of, or any failure to act by, any City Party.

Section 7.0 - Insurance

The Contractor shall at all times during the Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Automobile Liability, and Commercial General Liability. The Contractor agrees to furnish the City certificates of insurance or other evidence satisfactory to the City to effect that such insurance has been procured and is in force upon request.

For the purpose of this Agreement, the Contractor shall carry the following types of insurance in at least the limits specified below:

- a) Commercial general liability insurance with a limit of not less than the greater of (i) \$1,000,000 per occurrence and \$2,000,000 general aggregate.
- b) Vehicle liability insurance, including coverage for owned, now-owned and hired vehicles, with a combined single limit of not less than the greater of (i) \$1,000,000 and containing the broad form pollution endorsement.
- c) Worker's compensation insurance in the amount of state and federal statutory requirements; and

- d) Employer's liability insurance with a limit of not less than \$1,000,000.
- e) Excess Liability coverage with a limit of not less than \$5,000,000.

Contractor shall cause the City to be named as an additional insured on the Commercial General Liability Policy, and the Automobile Policy. All insurance contracts to be procured and maintained by Contractor pursuant to this Agreement shall be written with a carrier whose A.M. Best rating is not less than A+ X. Prior to commencement of Contractor's Services, Contractor shall provide City with certificates of insurance evidencing the same. Coverage shall be written on a primary and non-contributory basis.

Section 8.0 – Title to Waste

Title to the Residential Solid Waste, Yard Trash, Bulky Waste and White Goods to be collected under this Agreement shall pass to the Contractor once it is placed in the vehicle under control of the Contractor; provided however, that the Contractor shall not accept title to waste or materials that are Unacceptable Waste regardless of whether the Unacceptable Waste is loaded in the vehicle or unloaded, and title to such waste shall remain at all times with the City and/or the generator thereof. The Contractor shall not be required to collect or dispose of Unacceptable Waste set-out by any Residential Premises. Title to Recyclables shall pass to the Contractor once they are placed at Curbside by the Customer.

Section 9.0 – Events of Default; Remedies

9.1 Events of Default by Contractor. The following shall constitute events of default on the part of the Contractor except to the extent caused by the occurrence of an event of Force Majeure or the acts of, or failure to act by, the City, its officers, employees, agents or representatives:

- 9.1.1 Failure by the Contractor to perform any material obligation of the Contractor under the terms of this Agreement, and continuance of such failure after (i) written notice thereof has been provided by the City specifying such failure and requesting that such condition be remedied, and (ii) Contractor's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) days after receiving notice from the City (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, Contractor shall not be in default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; or
- 9.1.2 The Contractor becomes insolvent or bankrupt and cannot to pay its bills when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.2 Events of Default by City The following shall constitute events of default on the part of the City, except to the extent excused by the occurrence of an event of Force Majeure or the act of, or failure to act by, the Contractor:

9.2.1 A failure by the City to timely perform any obligation under the terms of this Agreement, and the continuance of such failure after (i) written notice thereof has been provided by the Contractor specifying such failure and requesting that such condition be remedied, and (ii) City's failure to cure the default or immediately initiate and diligently pursue reasonable action and cure such non performance within fifteen (15) Days after receiving notice from the Contractor (provided, if such failure is of a nature that it cannot be cured within such fifteen (15) day period, the City shall not be in Default if Contractor commences the curing of such failure within such fifteen (15) day period, and diligently pursues the curing thereof; provided however, the City shall immediately be in default of this Agreement in the event the City fails to pay any amount owing to Contractor when due, and Contractor shall have no such obligation to provide any notice thereof to the City or to provide the City with such fifteen (15) day period to cure such default; or

9.2.2. The City becomes insolvent or bankrupt and cannot to pay its debts when they become due, files a petition in bankruptcy or has such a petition filed against it (and fails to lift any stay imposed thereby within ninety (90) days after such stay becomes effective), has a receiver appointed with respect to all or substantially all of its assets; makes an assignment for the benefit of creditors; or ceases to do business in the ordinary course.

9.3. Remedies Upon an Event of Default

9.3.1 If a party is in default pursuant to this Section 9, then, at the option of the non-defaulting party, this Agreement may be immediately terminated or suspended upon written notice to the defaulting party as contemplated by this Section 9, or this Agreement may be continued in force and the non-defaulting party shall have the right to take whatever action at law or in equity deemed necessary or desirable to collect any amounts then due or thereafter to become due under this Agreement, or to enforce performance of any covenant or obligation of the defaulting party under this Agreement; provided however, notwithstanding any alleged default by Contractor, or the election of any remedy by City in the event of such default by Contractor, City agrees to pay the Service Fees due and owing to Contractor for all Services rendered in accordance with this Agreement.

9.3.2. The rights and remedies under this paragraph shall be in addition to those otherwise allowed by law or in equity. Any and all rights and remedies which either party may have under this Agreement, at law or in equity, shall be cumulative and shall not be deemed inconsistent with each other, and any two or more of all such rights and remedies may be exercised at the same time insofar as permitted by law. Any rights of the Contractor not expressly granted in this Agreement are reserved by Contractor.

9.3.3 The failure of either party at any time to require performance by the other party of any provisions hereof shall in no way affect the right of such party thereafter to enforce the same.

Nor shall waiver by either party of any breach of any provisions hereof be taken or held to be waived of any succeeding breach of such provisions or as a waiver of any provision itself.

9.3.4 In addition to the forgoing and any other rights or remedies that Contractor may have pursuant to this Agreement or at law or in equity, in the event the City fails to make any payment to Contractor when due as required by the provisions of this Agreement, the City shall immediately provide Contractor with a complete list of all Residential Premises and any other person or entity receiving collection Services by Contractor as provided for hereunder, such list to include such information as Contractor deems necessary. The City expressly acknowledges and agrees that in such an event of default by City, Contractor shall have the right, but not the obligation, without any further action by the parties hereto, to bill such Residential Premises and any other person or entity directly for the collection Services rendered by Contractor, to terminate or suspend any collection Services immediately upon nonpayment by such Residential Premises and to pursue any rights and remedies available to Contractor at law or in equity as a result of such nonpayment.

9.4 Force Majeure

Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, in the event either party is rendered unable, in whole or in part, to perform its obligations hereunder due to an event of Force Majeure, it shall notify the other party of such event and the obligations of such party may be suspended during the continuation of any inability so caused by such event of Force Majeure. Except in the case of nonpayment of the Service Fees by the City and the agreements and obligations by the City set forth in Section 2.2 and 2.3, neither party shall be liable in any manner, and neither party shall be considered in default hereunder, for any failure to perform its respective obligations under this Agreement if such failure to perform is due to an event of Force Majeure.

Section 10.0 – Miscellaneous Provisions

10.1 Notice Any notice, demand, communication, or request required or permitted hereunder shall be in writing and delivered in person or sent by a nationally recognized overnight delivery service, or certified mail, postage prepaid as follows:

As to the City:

City of Markesan
150 S Bridge St
Markesan, WI 53946
Attn: City Clerk

As to Contractor:

Advanced Disposal
N7296 County V
Horicon, WI 53032
Attn: Municipal Market Manager or General Manager

With a copy to:
Advanced Disposal Services
90 Fort Wade Road; Suite 200
Ponte Vedra, FL 32081
Attn: General Counsel

Notices shall be effective upon delivery or refusal of delivery at the address as specified above. Changes in the respective addresses to which such notice is to be directed, may be made from time to time by written notice.

10.2 Choice of Law; Attorney's Fees

(a) This Agreement shall be governed by and interpreted under the laws of the State of Wisconsin. In the event that either party is required to take any legal action to enforce the terms and conditions of this Agreement because of the breach of or failure to perform any term or condition by the other party, the non-prevailing party agrees to pay all costs expended by the other party, including reasonable attorney fees.

10.3 Independent Contractor

Contractor, in the performance of this Agreement, is acting as an independent contractor and not as an employee, agent, partner or joint venture of City, and neither party shall not hold itself out as such or knowingly permit another to rely on such belief. Nothing in this Agreement is intended or shall be construed to create any association, partnership, joint venture or employment relationship between the parties, nor shall City have any right to enter into any agreement or commitment on behalf of Contractor or to bind Contractor in any respect whatsoever. Contractor's personnel shall not be considered employees of the City by reason of their performance of the Services or other work or services contemplated by this Agreement and Contractor shall bear sole responsibility for all payroll and employment taxes relating to Contractor's personnel.

10.4 Entire Agreement; Binding Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended or modified except by a subsequent modification in writing signed by the parties hereto. This Agreement shall inure to the benefit of and shall be binding upon the Contractor, the City and their respective successors and assigns, subject, however, to the limitations contained in this Agreement.

10.5 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement

shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may, for any reason, be hereinafter declared invalid.

10.6 No Waiver

Neither any failure nor any delay by any party in exercising any right, power or privilege under this Agreement or any of the documents referred to in this Agreement will operate as a waiver of such right, power or privilege, and no single or partial exercise of any such right, power or privilege will preclude any other or further exercise of such right, power or privilege or the exercise of any other right, power or privilege.

10.7 Captions

The titles or headings preceding any section or paragraph are for reference and convenience only and shall be in no way construed to be a material part of this Agreement.

10.8 Assignment

No assignment or transfer of this Agreement or any right occurring under this Agreement shall be made in whole or part by the Contractor without the express written consent of the City, such consent not to be unreasonably withheld or delayed; provided however, the Contractor may assign or transfer this Agreement to an affiliate without the consent of the City.

10.9 Counterparts

This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

10.10 Representations The City represents and warrants to Contractor and covenants and agrees as follows:

(a) The parties signing this Agreement on behalf of the City have been authorized to do so by specific action of the City Council _____ adopted the 11th day of Sept., 2018 in open meeting and of record in its official minutes.

(b) The City validly exists as a political subdivision under the laws of the State of Wisconsin. The City has full power and authority to enter into this Agreement and to fully perform all of its duties and obligations hereunder. The City's Common Council has duly authorized the execution and delivery of this Agreement and the City's performance of all of its duties and obligations contained herein, and this Agreement constitutes a valid and legally binding obligation of the City, enforceable in accordance with its terms. Without limiting the generality of any of the foregoing, the City has provided all public notices and held all public meetings, hearings, and the like required by applicable law, rule, regulation or ordinance in connection with the City's and execution of this Agreement.

(c) No consents or approvals are needed for the entering into or performance of this Agreement by the City. Neither the entering into nor the performance of this Agreement by the City will result in a violation of or be in conflict with any statute, rule, regulation, ordinance, agreement, instrument, judgment, decree, or order to which the City is a party or by which the City or its assets is bound. This Agreement is in accordance with the local Solid Waste Management Plan applicable to the City.

(d) There is no action, suit, judgment, consent order or investigation or proceeding pending or, to the best of the City's knowledge and belief, threatened, relating to this Agreement. The City will notify Contractor promptly if any such action, suit, investigation or proceeding is instituted or threatened. In connection with the execution, delivery and performance of this Agreement, the City is in compliance with all applicable federal, state and local laws, rules, regulations, orders, ordinances, judgments permits, licenses, approvals, and variances, and the City has not received any notice of any complaint or violation of any of the foregoing. The City will notify the Contractor promptly upon receipt of any complaint or notice of non-compliance with any of the foregoing.

(e) The representations and warranties of the City are true and correct in all material respects at and as of the Effective Date and continuing during the Term of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date evidenced on the first page hereof.

E. J. Alford
Witness

CITY OF MARKESAN

By: Rich Slate

Name: Rich Slate

Title: Mayor

**ADVANCED DISPOSAL SERVICES SOLID
WASTE MIDWEST, LLC**

Witness

By: _____

Name: _____

Title: _____

EXHIBIT A

SERVICE FEES

OPTION 2: AUTOMATED CURBSIDE REFUSE COLLECTION – WEEKLY

	Base Rate	Price Per Additional Container, if applicable (charged to Resident annually)
Volume Limits, if applicable	95 or 65gal cart	95 or 65gal cart
2018-19 (price/unit/month)	\$ 8.24	\$ 8.24
2019-20 (price/unit/month)	\$ 8.45	\$ 8.45
2020-21 (price/unit/month)	\$ 8.66	\$ 8.66
2021-22 (price/unit/month)	\$ 8.87	\$ 8.87
2022-23 (price/unit/month)	\$ 9.10	\$ 9.10

SEPARATE BILLING: FIVE (5) 6-YD RECYCLABLE DUMPSTERS AT RECYCLING CENTER (BASED ON 1x WEEK SERVICES)

	PRICE PER PULL PER DUMPSTER
2018-19	\$60 per (\$300) monthly
2019-20	\$62 per (\$310) monthly
2020-21	\$64 per (\$320) monthly
2021-22	\$66 per (\$330) monthly
2022-23	\$68 per (\$340) monthly

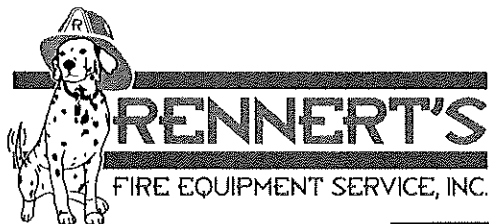
RECYCLING COLLECTION -- AUTOMATED

	Bi-Weekly	Price Per Additional Cart, if applicable (charged to Resident annually)
Volume Limits, if applicable	95gal cart	95gal or 65gal cart
2018-19 (price/unit/month)	\$3.66	\$3.66
2019-20 (price/unit/month)	\$3.75	\$3.75
2020-21 (price/unit/month)	\$3.84	\$3.84
2021-22 (price/unit/month)	\$3.94	\$3.94
2022-23 (price/unit/month)	\$4.03	\$4.03

FUEL SURCHARGE

Please note the published index used by Contractor to determine monthly diesel fuel prices?
<https://www.eia.gov/petroleum/gasdiesel/> (Midwest PADD 2). Price is based on the last weekly price listing for the billing month. Contractor will charge a fuel surcharge based on the following diesel fuel prices:

Diesel Fuel Price per Gallon	Fuel Surcharge (% or \$)
For each additional \$.25 increment above \$4.00	+1%
\$2.76-4.00	No Surcharge
\$2.50-2.75	-1%
\$2.25-2.49	-2%
\$2.00-2.24	-3%
For each additional \$.25 increment below \$2.00	-1%



Markesan, WI 53946

Fax #

920-398-8026

Estimate

DATE	ESTIMATE #
6/4/2020	7349

NAME / ADDRESS
Markesan, City of P.O. Box 352 Markesan, WI 53946

Ship To

P.O. NO.

ITEM	DESCRIPTION	QTY	COST	TOTAL
	Payloader exhaust manifold swap			
	Customer to supply all parts.			
Labor	To remove old exhaust manifold and install new. If manifold bolts break there will be additional labor charge.	3	115.00	345.00
Shop Supplies	Misc. Shop Supplies	1	20.00	20.00
Any questions please call Manny at 920-398-1033		TOTAL \$365.00		
Thank you!!				

SIGNATURE/DATE

BROOKS TRACTOR SINCE 1945

www.brookstractor.com

Corporate Office

1900 W. Main St. • PO Box 9

Sun Prairie, WI 53590

608.837.5141 • Fax: 608.837.4012

Milwaukee • 414.462.9790

De Pere • 920.336.5711

West Salem • 608.786.2644

Plover • 715.254.2777

Mt Pleasant • 262.898.6700

Ship to : CITY OF MARKESAN
150 S. BRIDGE STREET
MARKESAN WI 53946

Invoice to : CITY OF MARKESAN
PO BOX 352
MARKESAN WI 53946

Branch 01 - SUN PRAIRIE		
Date 06/09/2020	Time 17:16:53 (O)	Page 1
Account No. 14581000	Phone No. 9203983031	No. 01 003574
Ship Via		Purchase Order
Sales Tax No.		
		Salesperson JDS

ESTIMATE EXPIRY DATE: 08/08/2020

SERVICE ESTIMATE • NOT AN INVOICE

***** Segment 01 *****

Stock #: 656191 444K LOADER QC MS #: DW444KZ621806
Make: JD Model: 444K
Is to have the following work done

TRAVEL TIME AND MILEAGE

Part#	Description	Qty	Price	Amount
SR CALL CUST	MILEAGE	92	3.00	276.00

Authorization: _____

Labor: 310.20
Service Call: 276.00
Subtotal: 586.20

***** Segment 02 *****

REPLACE EXHAUST MANIFOLD

ADDITIONAL DESCRIPTION:

ESTIMATED HOURS MAY VARY PENDING THE NUMBER OF BROKEN BOLTS
THAT MAY OCCUR. IF THIS REPAIR WAS DONE IN THE SHOP, THE
ESTIMATED LABOR RATE WOULD BE REDUCED TO \$828.

Part#	Description	Qty	Price	Amount
RE65978	CLAMP	2	3.34	6.68
R523372	HOSE	1	9.93	9.93
R123570	GASKET	1	4.87	4.87
R63548	O-RING	1	.69	.69
R522679	CAP SCREW	4	1.29	5.16
R123572	GASKET	1	8.30	8.30
R521439	GASKET	4	2.17	8.68
R522554	CAP SCREW	8	18.40	147.20
R517017	Exhaust Manifold	1	419.09	419.09

• All prices are valid for 60 days from estimate date. • Ship dates and availability are valid at time of estimate, and are subject to change. • Products are designed to OEM specifications. Any specifications deviation requested by the Customer will result in non-returnable product that will not be warranted by BTI. • Any alterations for deviation from the above involving extra costs will become an extra charge over and above the estimate. • Estimate may not include unforeseen repairs or parts needed, torch or welding time not included. • Freight and taxes not included unless otherwise noted. • Final payment shall be received within the terms of your account or any/all legal action available may be taken without further notice including a lien on your asset.

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this order as specified.

Date of acceptance: _____ By: _____

BROOKS TRACTOR

SINCE 1945

www.brookstractor.com

Corporate Office

1900 W. Main St. • PO Box 9

Sun Prairie, WI 53590

608.837.5141 • Fax: 608.837.4012

Milwaukee • 414.462.9790

De Pere • 920.336.5711

West Salem • 608.786.2644

Plover • 715.254.2777

Mt Pleasant • 262.898.6700

Ship to :

CITY OF MARKESAN

150 S. BRIDGE STREET
MARKESAN WI 53946

Invoice to :

CITY OF MARKESAN

PO BOX 352
MARKESAN WI 53946

Branch 01 - SUN PRAIRIE		
Date 06/09/2020	Time 17:16:53 (O)	Page 2
Account No. 14581000	Phone No. 9203983031	No. 01 003574
Ship Via		Purchase Order
Sales Tax No.		
		Salesperson JDS

ESTIMATE EXPIRY DATE: 08/08/2020

SERVICE ESTIMATE • NOT AN INVOICE

MISCELLANEOUS CHARGES:

Description
SHOP SUPPLIES
ENVIRONMENTAL

Price	Amount
35.76	35.76
35.76	35.76

Authorization: _____

Parts:	610.60
Labor:	894.00
Miscellaneous:	71.52
Subtotal:	1576.12

Parts:	610.60
Labor:	1204.20
Service Call:	276.00
Miscellaneous:	71.52
TOTAL:	2162.32

• All prices are valid for 60 days from estimate date. • Ship dates and availability are valid at time of estimate, and are subject to change. • Products are designed to OEM specifications. Any specifications deviation requested by the Customer will result in non-returnable product that will not be warranted by BTI. • Any alterations for deviation from the above involving extra costs will become an extra charge over and above the estimate. • Estimate may not include unforeseen repairs or parts needed, torch or welding time not included. • Freight and taxes not included unless otherwise noted. • Final payment shall be received within the terms of your account or any/all legal action available may be taken without further notice including a lien on your asset.

Acceptance of proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to complete this order as specified.

Date of acceptance: _____ By: _____

Proposal

RENNHACK CONSTRUCTION CO., INC.

N3715 CTH G
REESEVILLE, WISCONSIN 53579
(920) 927-3821 FAX (920) 927-3309

PROPOSAL SUBMITTED TO ATTN: Joe		PHONE	DATE
City of Markesan		920-229-0821	June 29, 2020
STREET		JOB NAME	
150 S Bridge St.		Concrete construction	
CITY STATE and ZIP CODE		JOB LOCATION	
Markesan, WI 53946		Misc locations	
ARCHITECT	DATE OF PLANS		JOB PHONE

We hereby submit specifications and estimates for:

1. Remove + replace concrete curb + gutter: approx. 84.LF x \$39.58LF = \$3,324.72
2. Remove + replace 4" thick concrete sidewalk: approx. 576.SF x \$9.85SF = \$5,673.60
3. If needed: supply, place/grade/compact gravel base: approx. 17.TN x \$28.50TN = \$484.50

Above price includes:

- a. Excavation: removal/disposal of existing concrete and grade existing gravel base. Excavation only for sidewalk entrance to building (new sidewalk no removal required).
- b. Asphalt sawing + removal/disposal at front of gutter face for installation purposes.
- c. Ready mixed concrete - 4000.psi/28-day strength.
- d. Broom finish and ASTM-C, Type II, Class A curing compound applied.

Above price does not include:

- e. Gravel base, base salvaged from existing, if required this will be charged at above pricing.
- f. Reinforcement rod or wire welded mesh.
- g. Barricades, barricades supplied by City.
- h. Bond or permits.
- i. Asphalt restoration.
- j. Lawn restoration.

All construction to be in accordance with the City of Markesan specifications.

I will not be responsible for cracking or spalling of concrete due to weather conditions, application of ice melting chemicals or any other unforeseen conditions. I will not be responsible for damage of concrete due to negligence of fellow contractors, suppliers, owners or any other negligent party. Note-NO vehicle traffic or anything weight bearing should be allowed on concrete until 7 days after installation.

Above quantities being approximate, final invoice will be per measurement of actual concrete installed.

Receipt in our office a copy of this proposal authorized with your signature of acceptance will constitute a contract between us.

We Propose hereby to furnish material and labor — complete in accordance with above specifications, for the sum of:

Please see above.

dollars (\$ _____).

Payment to be made as follows: **Receipt of invoice. A finance charge of 1.5% per month (18% per annum) will be charged on the unpaid balance after 30 days.**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature

Howard H. Rennhack Jr.
Howard Rennhack Jr., Vice Pres.

Note: This proposal may be withdrawn by us if not accepted within **30** days.

Acceptance of Proposal — The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature _____

Date of Acceptance: _____

Signature _____

W.P.

OK

06-29-20

Application for Operator's License

to Serve Fermented Malt Beverages and Intoxicating Liquors

Date Rec'd 6-26-20
 Recp# _____
 Date Apprv'd _____
 Lic# _____

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) Jeffrey Glen DallmanCircle: Male / Female

OTHER NAMES (maiden or nicknames; if none, so state) _____

BIRTHDATE _____

DRIVERS LICENSE # _____

PHONE (best # to reach you) _____

ADDRESS 50 St Josephs StMarkesanWI53946

Street

Apt. No.

City

State

Zip

☒ New/Renewal (1-year) - \$20 pd

☒ Provisional - \$15 pd

List the name of the alcohol beverage premises that will employ you: Hornets Nest

ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

1. If application is a renewal (within past two years you've held a Class "A", "Class A", "Class C", Class "B", or "Class B" license/permit or a manager's or operator's license in the State of Wisconsin), where was previous license granted? City/Village/Town of Markesan Hornets Nest
2. As required by Wisconsin Statutes, Section 125.17(6), have you completed the alcohol beverage server course?
 YES ☒ NO _____ If yes, where? online
 (If this is a new application, proof of completion must be submitted with the application)
3. Do you understand your responsibilities as an alcohol beverage license holder? YES ☒ NO _____
4. Have you as an adult (age 18 or over) ever been convicted of violating any law or ordinance regulating alcohol beverages (including underage consumption)? YES ☒ NO _____
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence of alcohol or a controlled substance or with a prohibited alcohol concentration; (b) Operating a vehicle while under the age of 21 with a blood alcohol concentration of any level; (c) Having alcohol in your possession in a vehicle as a driver or passenger? YES ☒ NO _____
6. Have you ever been convicted of a felony? YES _____ NO ☒
7. Do you have any criminal charges presently pending against you? YES _____ NO ☒

**If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).

CERTIFICATION AND INFORMATION RELEASE

I hereby make application to the Common Council of the City of Markesan, Green Lake County, Wisconsin, for a License to serve Fermented Malt Beverages and Intoxicating Liquors in a place licensed by the City for the sale of alcohol beverages. I hereby certify that the information provided on this application is true and correct. I understand that failure to provide all required information shall be grounds for denial of my operator's license. I further understand that falsification of any information shall be grounds for denial or revocation of this license. I am aware of the Federal, State, and Local laws, ordinances and regulations governing the sale of alcohol beverages and agree to abide by those laws and regulations. I also understand that a background check based on my application will be done. I hereby authorize the release of any and all records requested by the City of Markesan in its review of my application.

SIGNATURE OF APPLICANT:

Jeff Dallman
 Date 6-26-20

SUBSCRIBED AND SWORN TO BEFORE ME

this 26 day of June, 2020

[Signature]
 (Clerk/Notary Public)
 My commission expires _____

* OWT 15 years ago in Dodge County

Application for Operator's License
to Serve Fermented Malt Beverages and Intoxicating Liquors

fol. cash
Date Rec'd 6/29/20
Recp#
Date Apprv'd
Lic#

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) Mark J Gelhar

Circle: Male Female

OTHER NAMES (maiden or nicknames; if none, so state) STUBBY

BIRTHDATE

DRIVERS LICENSE #

PHONE (best # to reach you)

ADDRESS 490 S MAIN ST

Markesan

WI

53946

Street

Apt. No.

City

State

Zip

X New/Renewal (1-year) - \$20

X Provisional - \$15

List the name of the alcohol beverage premises that will employ you: Hurvels Nest

ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

1. If application is a renewal (within past two years you've held a Class "A", "Class A", "Class C", Class "B", or "Class B" license/permit or a manager's or operator's license in the State of Wisconsin), where was previous license granted? City/Village/Town of Markesan
2. As required by Wisconsin Statutes, Section 125.17(6), have you completed the alcohol beverage server course?
YES NO X If yes, where? Grand Island IN
(If this is a new application, proof of completion must be submitted with the application)
3. Do you understand your responsibilities as an alcohol beverage license holder? YES X NO
4. Have you as an adult (age 18 or over) ever been convicted of violating any law or ordinance regulating alcohol beverages (including underage consumption)? YES NO X
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence of alcohol or a controlled substance or with a prohibited alcohol concentration; (b) Operating a vehicle while under the age of 21 with a blood alcohol concentration of any level; (c) Having alcohol in your possession in a vehicle as a driver or passenger? YES NO X
6. Have you ever been convicted of a felony? YES NO X
7. Do you have any criminal charges presently pending against you? YES NO X

**If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).

CERTIFICATION AND INFORMATION RELEASE

I hereby make application to the Common Council of the City of Markesan, Green Lake County, Wisconsin, for a License to serve Fermented Malt Beverages and Intoxicating Liquors in a place licensed by the City for the sale of alcohol beverages. I hereby certify that the information provided on this application is true and correct. I understand that failure to provide all required information shall be grounds for denial of my operator's license. I further understand that falsification of any information shall be grounds for denial or revocation of this license. I am aware of the Federal, State, and Local laws, ordinances and regulations governing the sale of alcohol beverages and agree to abide by those laws and regulations. I also understand that a background check based on my application will be done. I hereby authorize the release of any and all records requested by the City of Markesan in its review of my application.

SIGNATURE OF APPLICANT:

Date

6/29/20

RACHEL HEILING

SUBSCRIBED AND SWORN TO BEFORE ME

day of June, 20 20

(Clerk/Notary Public)

My commission expires

5/8/2021

WP

OK

06-30-20

W.P.

OK

06-29-20

Application for Operator's License

to Serve Fermented Malt Beverages and Intoxicating Liquors

Date Rec'd 6/25/20
 Recp# _____
 Date Apprv'd _____
 Lic# _____

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) Erin Lynn Krueger Circle: Male ☐ Female ☒
 OTHER NAMES (maiden or nicknames; if none, so state) _____ BIRTHDATE _____
 DRIVERS LICENSE # _____ PHONE (best # to reach you) _____
 ADDRESS 60 S. High St 2 Markesan WI 53946
 Street Apt. No. City State Zip

☒ New/Renewal (1-year) - \$20☐ Provisional - \$15List the name of the alcohol beverage premises that will employ you: Hornets Nest**ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:**

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

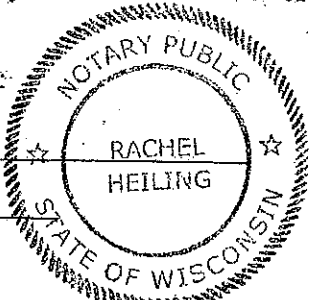
1. If application is a renewal (within past two years you've held a Class "A", "Class A", "Class C", Class "B", or "Class B" license/permit or a manager's or operator's license in the State of Wisconsin), where was previous license granted? City/Village/Town of _____
2. As required by Wisconsin Statutes, Section 125.17(6), have you completed the alcohol beverage server course?
 YES ☒ NO ☐ If yes, where? online - servingalcohol.com
 (If this is a new application, proof of completion must be submitted with the application)
3. Do you understand your responsibilities as an alcohol beverage license holder? YES ☒ NO ☐
4. Have you as an adult (age 18 or over) ever been convicted of violating any law or ordinance regulating alcohol beverages (including underage consumption)? YES ☐ NO ☒
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence of alcohol or a controlled substance or with a prohibited alcohol concentration; (b) Operating a vehicle while under the age of 21 with a blood alcohol concentration of any level; (c) Having alcohol in your possession in a vehicle as a driver or passenger? YES ☐ NO ☒
6. Have you ever been convicted of a felony? YES ☐ NO ☒
7. Do you have any criminal charges presently pending against you? YES ☐ NO ☒

**If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).

CERTIFICATION AND INFORMATION RELEASE

I hereby make application to the Common Council of the City of Markesan, Green Lake County, Wisconsin, for a License to serve Fermented Malt Beverages and Intoxicating Liquors in a place licensed by the City for the sale of alcohol beverages. I hereby certify that the information provided on this application is true and correct. I understand that failure to provide all required information shall be grounds for denial of my operator's license. I further understand that falsification of any information shall be grounds for denial or revocation of this license. I am aware of the Federal, State, and Local laws, ordinances and regulations governing the sale of alcohol beverages and agree to abide by those laws and regulations. I also understand that a background check based on my application will be done. I hereby authorize the release of any and all records requested by the City of Markesan in its review of my application.

SIGNATURE OF APPLICANT:

Erik KruegerDate 6/25/2020

SUBSCRIBED AND SWORN TO BEFORE ME

this 25 day of June, 2020Rachel Heiling
(Clerk/Notary Public)My commission expires 5/8/2024

Application for Operator's License
to Serve Fermented Malt Beverages and Intoxicating Liquors

Date Rec'd _____
Recp# _____
Date Apprv'd _____
Lic# _____

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) ROBERT E. KWINTKOWSKI Circle: Male Female
OTHER NAMES (maiden or nicknames; if none, so state) "BUCK" BIRTHDATE _____
DRIVERS LICENSE # _____ PHONE (best # to reach you) _____
ADDRESS W 3376 MAIN ST. MANCHESTER WI 53946
Street Apt. No. City State Zip

☒ New Renewal (1-year) - \$20 ☐ Provisional - \$15

List the name of the alcohol beverage premises that will employ you: HORNETS NEST

ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

1. If application is a renewal (within past two years you've held a Class "A", "Class A", "Class C", Class "B", or "Class B" license/permit or a manager's or operator's license in the State of Wisconsin), where was previous license granted? City/Village/Town of MARKESAN 2019-2020
2. As required by Wisconsin Statutes, Section 125.17(6), have you completed the alcohol beverage server course? YES _____ NO ☒ If yes, where? GRAND FATHERED
(If this is a new application, proof of completion must be submitted with the application)
3. Do you understand your responsibilities as an alcohol beverage license holder? YES ☒ NO _____
4. Have you as an adult (age 18 or over) ever been convicted of violating any law or ordinance regulating alcohol beverages (including underage consumption)? YES _____ NO ☒
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence of alcohol or a controlled substance or with a prohibited alcohol concentration; (b) Operating a vehicle while under the age of 21 with a blood alcohol concentration of any level; (c) Having alcohol in your possession in a vehicle as a driver or passenger? YES _____ NO ☒
6. Have you ever been convicted of a felony? YES _____ NO ☒
7. Do you have any criminal charges presently pending against you? YES _____ NO ☒

****If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).**

CERTIFICATION AND INFORMATION RELEASE

I hereby make application to the Common Council of the City of Markesan, Green Lake County, Wisconsin, for a License to serve Fermented Malt Beverages and Intoxicating Liquors in a place licensed by the City for the sale of alcohol beverages. I hereby certify that the information provided on this application is true and correct. I understand that failure to provide all required information shall be grounds for denial of my operator's license. I further understand that falsification of any information shall be grounds for denial or revocation of this license. I am aware of the Federal, State, and Local laws, ordinances and regulations governing the sale of alcohol beverages and agree to abide by those laws and regulations. I also understand that a background check based on my application will be done. I hereby authorize the release of any and all records requested by the City of Markesan in its review of my application.

SIGNATURE OF APPLICANT:

Robert Kwintkowski

Date 5/28/2020



SUBSCRIBED AND SWORN TO BEFORE ME

this 28th day of May, 2020

[Signature]
(Clerk/Notary Public)

My commission expires 1-22-21

WP OK 07-01-20

Application for Operator's License
to Serve Fermented Malt Beverages and Intoxicating Liquors

Date Rec'd	6/29/20
Recp#	23334
Date Apprv'd	
Lic#	

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) Tess m Stellmacher Circle: Male / Female Male

OTHER NAMES (maiden or nicknames; if none, so state) Tessm Doherty BIRTHDATE 10-10-75

DRIVERS LICENSE # --- PHONE (best # to reach you) 16

ADDRESS 120 Ann St Kingston WI 53939
Street Apt. No. City State Zip

X New/Renewal (1-year) - \$20

Provisional - \$15

List the name of the alcohol beverage premises that will employ you: LAST CHANCE

ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

1. If application is a renewal (within past two years you've held a Class "A", "Class A", "Class C", Class "B", or "Class B" license/permit or a manager's or operator's license in the State of Wisconsin), where was previous license granted? City/Village/Town of MARKESAN & Fairwater
2. As required by Wisconsin Statutes, Section 125.17(6), have you completed the alcohol beverage server course?
YES X NO --- If yes, where? MORAVE PARK
(If this is a new application, proof of completion must be submitted with the application)
3. Do you understand your responsibilities as an alcohol beverage license holder? YES X NO ---
4. Have you as an adult (age 18 or over) ever been convicted of violating any law or ordinance regulating alcohol beverages (including underage consumption)? YES --- NO X
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence of alcohol or a controlled substance or with a prohibited alcohol concentration; (b) Operating a vehicle while under the age of 21 with a blood alcohol concentration of any level; (c) Having alcohol in your possession in a vehicle as a driver or passenger? YES X NO X
6. Have you ever been convicted of a felony? YES --- NO X
7. Do you have any criminal charges presently pending against you? YES --- NO X

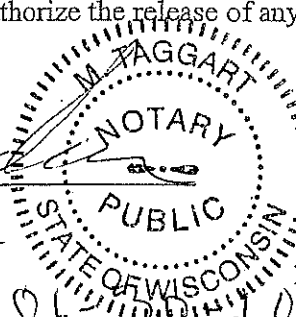
****If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).**

CERTIFICATION AND INFORMATION RELEASE

I hereby make application to the Common Council of the City of Markesan, Green Lake County, Wisconsin, for a License to serve Fermented Malt Beverages and Intoxicating Liquors in a place licensed by the City for the sale of alcohol beverages. I hereby certify that the information provided on this application is true and correct. I understand that failure to provide all required information shall be grounds for denial of my operator's license. I further understand that falsification of any information shall be grounds for denial or revocation of this license. I am aware of the Federal, State, and Local laws, ordinances and regulations governing the sale of alcohol beverages and agree to abide by those laws and regulations. I also understand that a background check based on my application will be done. I hereby authorize the release of any and all records requested by the City of Markesan in its review of my application.

SIGNATURE OF APPLICANT:

Tess Stellmacher
Date 6-26-2020



SUBSCRIBED AND SWORN TO BEFORE ME

this 26th day of June, 2020.

Morgan Taggart
(Clerk/Notary Public)

My commission expires 11/06/2022

WP

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01-01-2018 Reseved a BAC

Application for Operator's License
to Serve Fermented Malt Beverages and Intoxicating Liquors

Date Rec'd 6/12/20
Recp# _____
Date Apprv'd _____
Lic# _____

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) Cory Ray Strahota Circle: Male / Female
OTHER NAMES (maiden or nicknames; if none, so state) _____ BIRTHDATE 1-1-70
DRIVERS LICENSE # _____ PHONE (best # to reach you) _____
ADDRESS 104 E. Summit St Markesan WI 53946
Street Apt. No. City State Zip

X New/Renewal (1-year) - \$20

X Provisional - \$15

List the name of the alcohol beverage premises that will employ you: _____

ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

1. If application is a renewal (within past two years you've held a Class "A", "Class A", "Class C", Class "B", or "Class B" license/permit or a manager's or operator's license in the State of Wisconsin), where was previous license granted? City/Village/Town of Markesan
2. As required by Wisconsin Statutes, Section 125.17(6), have you completed the alcohol beverage server course?
YES X NO _____ If yes, where? _____
(If this is a new application, proof of completion must be submitted with the application)
3. Do you understand your responsibilities as an alcohol beverage license holder? YES X NO _____
4. Have you as an adult (age 18 or over) ever been convicted of violating any law or ordinance regulating alcohol beverages (including underage consumption)? YES _____ NO X
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence of alcohol or a controlled substance or with a prohibited alcohol concentration; (b) Operating a vehicle while under the age of 21 with a blood alcohol concentration of any level; (c) Having alcohol in your possession in a vehicle as a driver or passenger? YES _____ NO X
6. Have you ever been convicted of a felony? YES _____ NO X
7. Do you have any criminal charges presently pending against you? YES _____ NO X

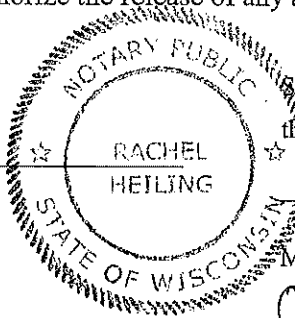
****If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).**

CERTIFICATION AND INFORMATION RELEASE

I hereby make application to the Common Council of the City of Markesan, Green Lake County, Wisconsin, for a License to serve Fermented Malt Beverages and Intoxicating Liquors in a place licensed by the City for the sale of alcohol beverages. I hereby certify that the information provided on this application is true and correct. I understand that failure to provide all required information shall be grounds for denial of my operator's license. I further understand that falsification of any information shall be grounds for denial or revocation of this license. I am aware of the Federal, State, and Local laws, ordinances and regulations governing the sale of alcohol beverages and agree to abide by those laws and regulations. I also understand that a background check based on my application will be done. I hereby authorize the release of any and all records requested by the City of Markesan in its review of my application.

SIGNATURE OF APPLICANT: _____

Date 6/12/2020



SUBSCRIBED AND SWORN TO BEFORE ME

this 12th day of June, 2020

Rachel Heiling
(Clerk/Notary Public)

My commission expires 5/18/2021

06-15-20

WP

OK

Application for Operator's License
to Serve Fermented Malt Beverages and Intoxicating Liquors

Date Rec'd 6/11/20
Recp# 23292
Date Apprv'd _____
Lic# _____

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) Ryan Kristopher Walker Circle: Male Female
OTHER NAMES (maiden or nicknames; if none, so state) _____ BIRTHDATE _____
DRIVERS LICENSE # _____ PHONE (best # to reach you) _____
ADDRESS 438 S. Bridge St. Markesan WI 53946
Street Apt. No. City State Zip

X New/Renewal (1-year) - \$20 X Provisional - \$15

List the name of the alcohol beverage premises that will employ you: Hornet's Nest

ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

1. If application is a renewal (within past two years you've held a Class "A", "Class A", "Class C", Class "B", or "Class B" license/permit or a manager's or operator's license in the State of Wisconsin), where was previous license granted? City/Village/Town of Markesan
2. As required by Wisconsin Statutes, Section 125.17(6), have you completed the alcohol beverage server course? YES X NO _____ If yes, where? Learn 2 Serve
(If this is a new application, proof of completion must be submitted with the application)
3. Do you understand your responsibilities as an alcohol beverage license holder? YES X NO _____
4. Have you as an adult (age 18 or over) ever been convicted of violating any law or ordinance regulating alcohol beverages (including underage consumption)? YES X NO _____
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence of alcohol or a controlled substance or with a prohibited alcohol concentration; (b) Operating a vehicle while under the age of 21 with a blood alcohol concentration of any level; (c) Having alcohol in your possession in a vehicle as a driver or passenger? YES _____ NO X
6. Have you ever been convicted of a felony? YES _____ NO X
7. Do you have any criminal charges presently pending against you? YES _____ NO X

**If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).

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SIGNATURE OF APPLICANT:

Ryan Walker
Date 6/11/20



SUBSCRIBED AND SWORN TO BEFORE ME

11th day of June, 2020
Rachel Heiling
(Clerk/Notary Public)

My commission expires 5/8/2021

Underage at Country Ust, Oshkosh in
2019, 5 months before my 21st
birthday.

Application for Operator's License
to Serve Fermented Malt Beverages and Intoxicating Liquors

pd. @ Cash
Date Rec'd 6/29/20
Recp# _____
Date Apprv'd _____
Lic# _____

PLEASE PRINT CLEARLY

NAME (First - Middle - Last) FRED M. WILS

Circle: Male / Female

OTHER NAMES (maiden or nicknames; if none, so state) _____

BIRTHDATE _____

DRIVERS LICENSE # _____

PHONE (best # to reach you) _____

ADDRESS 515 S. MAIN MARKESAN WI. 53946
Street Apt. No. City State Zip

X New/Renewal (1-year) - \$20

X Provisional - \$15

List the name of the alcohol beverage premises that will employ you: HERBES NEST

ANSWER THE FOLLOWING QUESTIONS FULLY AND COMPLETELY:

All questions on this application must be answered completely and accurately before it can be processed. Failure to do so could result in a delay or rejection of the application.

1. If application is a renewal (within past two years you've held a Class "A", "Class A", "Class C", Class "B", or "Class B" license/permit or a manager's or operator's license in the State of Wisconsin), where was previous license granted? City/Village/Town of MARKESAN
2. As required by Wisconsin Statutes, Section 125.17(6), have you completed the alcohol beverage server course? YES X NO ____ If yes, where? ON LINE
(If this is a new application, proof of completion must be submitted with the application)
3. Do you understand your responsibilities as an alcohol beverage license holder? YES X NO ____
4. Have you as an adult (age 18 or over) ever been convicted of violating any law or ordinance regulating alcohol beverages (including underage consumption)? YES ____ NO ____
5. Have you ever been convicted of any of the following: (a) Operating a vehicle while under the influence of alcohol or a controlled substance or with a prohibited alcohol concentration; (b) Operating a vehicle while under the age of 21 with a blood alcohol concentration of any level; (c) Having alcohol in your possession in a vehicle as a driver or passenger? YES X NO ____
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7. Do you have any criminal charges presently pending against you? YES ____ NO X

**If you answered 'Yes' to any of the questions 4-7, please explain (use back or additional sheets).

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SIGNATURE OF APPLICANT:

[Signature]
Date 6-29-20

SUBSCRIBED AND SWORN TO BEFORE ME

this 29th day of June, 2020

[Signature]
(Clerk/Notary Public)

My commission expires PERMANENT

WP

OK

06-30-20

es

NO CHANGES SINCE ⁰ LAST RENEWAL